

# **Dispute Resolution Services**

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Residential Tenancy Branch
Office of Housing and Construction Standards

## **DECISION**

# Dispute Codes:

MNDC, MNR, MND, MNSD, FF

#### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent; for a monetary Order for damage; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

There was insufficient time to conclude the hearing on July 16, 2013. That hearing was adjourned and reconvened on August 22, 2013.

There was insufficient time to conclude the hearing on August 22, 2013. That hearing was adjourned and reconvened on October 17, 2013. The hearing was concluded on October 17, 2013.

Both parties were represented at all three hearings. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, to call witnesses, and to make relevant submissions.

The Landlord stated that he mailed the Application for Dispute Resolution, the Notice of Hearing, and documents he wishes to rely upon as evidence to the Tenant, although he cannot recall the date he mailed them. The Tenant acknowledged receipt of the documents and they were accepted as evidence for these proceedings.

#### Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent/loss of revenue; to compensation for damage to the rental unit; to compensation for banking fees; to retain all or part of the security deposit paid by the Tenant; and to recover the filing fee for the cost of this Application for Dispute Resolution?

## Background and Evidence

The Landlord and the Tenant agree that this tenancy began on July 15, 2011; that the tenancy was for a fixed term, the fixed term of which ended on July 15, 2013; that the Tenant was required to pay rent of \$1,600.00 by the fifteenth day of each month; that the Tenant paid a security deposit of \$1,600.00; that the Landlord did not complete a Condition Inspection Report at the start or the end of the tenancy; that sometime in late October or early November the Landlord was verbally informed that the Tenant wished to vacate the rental unit on December 15, 2012; and that the rental unit had been vacated by December 15, 2012.

The Landlord stated that he had post dated rent cheques; that the Tenant placed a "stop payment" on the rent cheque that he had been given for November 15, 2012; that the Tenant placed a "stop payment" on the rent cheque that he had been given for December 15, 2012; that on November 26, 2012 the Tenant paid \$800.00 of the rent that was due on November 15, 2012; and that he does not believe he received the remaining \$800.00 in rent that was due on November 15, 2013. He stated that he made the \$800.00 deposit that appears on his bank statement on November 07, 2012.

The Landlord stated that the rental unit was rented to another tenant for January 01, 2013. The Landlord is seeking compensation for lost revenue, in the amount of \$800.00, for the period between December 16, 2012 and December 31, 012.

The male Tenant stated that he that he had given the Landlord post dated rent cheques; that the Tenant placed a "stop payment" on the rent cheque that he had for November 15, 2012; that the Tenant placed a "stop payment" on the rent cheque that he had for December 15, 2012; and that on November 26, 2012 he paid \$800.00 of the rent that was due on November 15, 2012. At the hearing on July 16, 2013 he stated that on November 07, 2012 he paid \$800.00 of the rent that was due on November 15, 2012. At the hearing on August 22, 2013 he stated that made a mistake at the last hearing and that he did not pay any rent on November 07, 2012, and that he paid a total of \$800.00 for rent for November.

The Landlord is seeking \$15.00 in bank fees he stated he incurred as a result of the Tenant placing a stop payment on the post dated cheques the Tenant had given the Landlord for rent of November 15, 2012 and December 15, 2012. The Landlord submitted a letter that shows he was charged a \$7.50 service fee for the post dated cheque dated December 15, 2012. The Landlord submitted no documentary evidence to show he was charged a \$7.50 service fee for the post dated cheque dated November 15, 2012.

The Landlord is seeking compensation, in the amount of \$200.00, for the cost of moving a built-in cabinet from the living room to the master bedroom, which he contends was moved by the Tenant during the tenancy. The male Tenant stated that the cabinet was not moved during their tenancy and that when they were visiting their old neighbours after this tenancy ended they saw that the new tenant had moved the cabinet.

The Landlord submitted a photograph which shows the master bedroom where the cabinet used to be. The Landlord stated that this photograph was taken by the new tenant on December 15, 2012. The Landlord submitted an email from a contractor which is dated April 23, 2013, who estimated that it will cost \$152.00 plus tax and miscellaneous supplies to install the cabinet.

The Witness for the Landlord #2 stated that after he moved into the rental unit in January of 2013 he moved the cabinet from the bedroom into the living room. He stated that he took several photographs prior to moving into the rental unit, simply to establish the condition of the unit at the start of the tenancy.

The Landlord is seeking compensation for replacing a window blind that was in one of the bedrooms, that he stated was painted pink during the tenancy. The Tenant stated that this particular bedroom did not have a blind at the start of the tenancy and that none of the blinds in the home were painted during the tenancy.

The Landlord is seeking compensation for repairing a window blind in the living room and a blind for a sliding glass door, which had been removed from the original location and stored in the basement. The Landlord stated that the blinds were eight years old but they were good quality blinds that worked properly at the start of the tenancy. He stated that the pull cords on these blinds did not work properly at the end of the tenancy and that a few panels needed replacing.

The Tenant stated that the blind on the sliding glass door was removed during the tenancy because it did not work well and that it was replaced at the end of the tenancy. He stated that he does not recall removing a blind in the living room and he does not recall if one was damaged.

The Witness for the Tenant stated that she believes there were blinds in all of the rooms at the end of her tenancy. She stated that the blinds were in "horrible" condition and that they did not open and close properly.

The Witness for the Landlord #2 stated that when he moved into the rental unit in January of 2013, 2 sets of blinds were damaged and in need of repair and one set of blinds required replacement as it had been painted pink. He stated that the damaged/painted blinds were located in the basement at the start of his tenancy.

The Landlord is seeking compensation, in the amount of \$200.00, for the cost of painting the rental unit. The Landlord stated that several walls were damaged during the tenancy and needed to be repainted. The Landlord submitted photographs of damaged areas of walls. The Landlord stated that the walls were painted in May of 2011.

The male Tenant stated that the walls were not damaged during the tenancy and that the damage shown in the photographs existed prior to the start of the tenancy.

The Witness for the Landlord #1stated that he is a realtor; that he listed this property for sale for six months; that in preparation for the sale of the property he encouraged the Landlord to repaint the unit; that the entire rental unit, with the exception of one bedroom was repainted; and he believes it was repainted in the Spring of 2011.

The Witness for the Tenant stated that she believes she resided in the rental unit between February of 2011 and June of 2011; that the rental unit had not been recently painted prior to her tenancy; and that it was not painted during her tenancy.

The Landlord is seeking compensation, in the amount of \$100.00, for replacing six floor vents. The Landlord stated that four vents were damaged during the tenancy and that two were missing at the end of the tenancy. The Landlord submitted photographs of damaged vents and an uncovered vent hole.

The male Tenant stated that the floor vents were either missing or damaged at the start of the tenancy.

The Witness for the Landlord #1 stated that there were definitely no floor vents missing while the property was listed for sale but he cannot recall if any of them were damaged.

The Witness for the Tenant stated that she believes all the floor vents were in place and undamaged at the end of her tenancy.

The Witness for the Landlord #2 stated that some floor vents were damaged or missing at the start of the tenancy.

The Landlord is seeking compensation, in the amount of \$92.98, for rekeying an exterior mail box. The Landlord stated that a key to the mail box was provided to the Tenant at the start of the tenancy and was not returned at the end of the tenancy. The Landlord submitted a receipt to show he paid \$172.48 to install two mail box locks, one of which was changed in error. The Landlord submitted another receipt to show that he paid \$16.74 to purchase the new lock.

The male Tenant stated that he does not recall receiving a key to the mail box and that he did not use the mail box during the tenancy as his mail was delivered to his place of business.

The Landlord is seeking compensation for repairing a sliding glass door off the master bedroom, which the Landlord and the Tenant agree was shattered during the tenancy. The male Tenant stated that sometime in April of 2013 he returned home to find the door shattered and he found a golf ball on his balcony, so he assumed the ball shattered the door.

The Landlord and the Tenant agree that the Tenant reported the incident to the Landlord. The Landlord stated that the window is about 75 yards from the golf green

and it is much higher than the green so he does not believe the window could have been broken by a golf ball. The Landlord believes that the sliding glass door was broken by the Tenant.

The Witness for the Landlord #2 stated that the rental unit is approximately 50 yards away from the golf course and 30-40 feet above the golf course. He stated that he has never found a golf ball near the rental unit; a neighbour has never told him that a golf ball broke one of their windows; and he does not believe a golf ball could have broken the sliding glass door.

The Landlord is seeking compensation for replacing a screen in one of the bedrooms. The Landlord stated that the screen was in place at the start of the tenancy and was undamaged. The Landlord submitted a photograph of the screen with two holes in it, one of which appears to be the size of a golf ball. The Landlord stated that this photograph was taken when the new occupant viewed the rental unit on December 15, 2013.

The male Tenant stated that there was no screen on this window at the start of the tenancy and that perhaps it had been stored somewhere during the tenancy and replaced prior to these photograph being taken.

The Landlord is seeking compensation for replacing a screen in the living room. The Landlord stated that the screen was undamaged at the start of the tenancy. The Landlord submitted a photograph of the screen with a very small hole in it. The Landlord stated that this photograph was taken when the new occupant viewed the rental unit on December 15, 2013.

The male Tenant stated that he does not recall this screen being damage during the tenancy.

The Witness for the Tenant stated that she is not certain but she believes all the windows had screens.

The Landlord submitted an invoice to show that it will cost \$260.00 to replace two screens in the rental unit.

The Landlord is seeking compensation, in the amount of \$130.00, for the cleaning the carpet. The Landlord stated that all the carpets in the rental unit required cleaning at the end of the tenancy. He submitted a receipt to show that he paid \$130.00 to clean the carpets. Photographs that depict the condition of the carpets were not submitted in evidence. The Landlord argued that he would not have incurred the expense of cleaning the carpets if the carpets were clean at the end of the tenancy.

The Tenant stated that he had the carpets in the upper portion of the house professionally cleaned about 1 month prior to the end of the tenancy; he had the carpets

in the lower portion of the house professionally cleaned at the end of the tenancy; and that no further cleaning was required at the end of the tenancy.

The Witness for the Tenant the rental unit was in "average" condition; that it was a "medium end" townhouse development; that the décor was "dated"; that the carpets were worn; and that she does not recall the carpet being stained at the end of her tenancy.

The Witness for the Landlord #2 stated that the carpets were dirty at the start of his tenancy; that the carpets were professionally cleaned after the start of his tenancy; and that the carpets were significantly cleaner at the end of the tenancy.

The Landlord is seeking compensation, in the amount of \$135.99, for replacing light bulbs. The Landlord stated that numerous light bulbs were <u>missing</u> at the end of the tenancy. He could not recall how many were missing and he does not recall that any were simply burned out.

The Tenant stated that he did not remove any light bulbs at the end of the tenancy and that some bulbs may have been burned out, although he does not specifically recall that.

The Witness for the Landlord #2 stated that when he moved into the rental unit more than ten light bulbs were either missing or were not working. He stated that he replaced the missing/burned out light bulbs, and that the Landlord reimbursed him for those costs.

The Landlord submitted two receipts from a building supply store, which indicates a variety of items were purchased. The receipts show that light bulbs were purchased, at a cost of \$62.26; that the Landlord was charged eco fees of \$1.15; and that the Landlord was charged HST on the purchases.

The Landlord is seeking compensation, in the amount of \$78.75, for cleaning the deck which can be accessed via the kitchen. The Landlord stated that deck was dirty from using the barbecue and general exposure to the elements. He stated that he did not clean it at the end of this tenancy, as it was winter; that the new occupant had the deck power washed in April of 2013; and that he reimbursed the new occupant.

The Tenant stated that he power washed the deck at the end of the tenancy and it did not require additional cleaning. The Landlord submitted a receipt that corroborates the Landlord had the deck professionally cleaned.

The Witness for the Landlord #2 stated that the deck was dirty at the start of the tenancy; that the dirt appeared to be from the barbecue; and that the deck was cleaned sometime after the start of his tenancy, after the weather had improved.

#### Analysis

On the basis of the undisputed evidence, I find that the Tenant and the Landlord entered into a fixed term tenancy agreement, the fixed term of which ended on July 15, 2013, for which the Tenant was to pay monthly rent of \$1,600.00; that rent was due by the fifteenth day of each month; that the Tenant prematurely ended this tenancy on December 15, 2012; and that the Tenant only paid \$800.00 in rent for the period between November 15, 2012 and December 15, 2012. As the Tenant was obligated to pay \$1,600.00 in rent for this period, I find that the Tenant owes the Landlord \$800.00 in unpaid rent.

On the basis of the undisputed evidence, I find that the Landlord found a new tenant for the rental unit for January 01, 2013, and that the Landlord did not collect rent from any person for the period between December 16, 2012 and December 31, 2012. As the Landlord would have collected rent for this period if the Tenant had complied with the fixed term of the tenancy agreement, I find that the Landlord is entitled to compensation for loss of revenue for this period, in the amount of \$800.00.

On the basis of the undisputed evidence, I find that the Tenant placed a "stop payment" on his rent cheque dated November 15, 2012. I find that the Landlord has submitted insufficient evidence to show that he incurred a \$7.50 service fee as a result of this stop payment. In reaching this conclusion I was heavily influenced by the absence of documentary evidence to show that he was charged a \$7.50 service fee for the post dated cheque dated November 15, 2012. I therefore dismiss the Landlord's claim for compensation for this fee.

The evidence shows that the Landlord did incur a \$7.50 service fee for the post dated cheque dated December 15, 2012. I find, however, that the Landlord should have mitigated this loss, as is required by section 7(2) of the *Act*, by not attempting to cash that cheque. As the Tenant vacated the rental on December 15, 2012, I find that this tenancy ended on December 15, 2012 pursuant to section 44(1)(d) of the *Act*. As the tenancy ended on December 15, 2012, the Tenant was no longer obligated to pay the rent that would have been due on December 15, 2012 if the tenancy was continuing. Given that the tenancy had ended and the Tenant had placed a stop payment on the rent cheque from November 15, 2012, I find that it would have been reasonable for the Landlord to assume that the rent cheque dated December 15, 2012 would also have a "stop payment" on it. As the Landlord would not have incurred this fee if he had not attempted to cash this cheque and the Landlord should have anticipated the cheque would not be honoured, I dismiss his claim for compensation for this fee.

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that a damage or loss occurred; that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss

or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

On the basis of the testimony of the Witness for the Landlord #2, who stated that he moved a cabinet from the bedroom to the living room after he moved into the rental unit in January of 2013, and the testimony of the Tenant, who stated that he did not move this cabinet, I find that the Landlord has submitted insufficient evidence to show that the cabinet was moved by the Tenant. I therefore dismiss the Landlord's claim for the cost of moving the cabinet back to the bedroom.

I find that the Landlord has submitted insufficient evidence to establish that the Tenant painted a set of blinds. In reaching this conclusion I was heavily influenced by the absence of evidence, such as photographs or a Condition Inspection Report, that corroborates the Landlord's testimony that the blinds were not painted at the start of the tenancy or that refutes the Tenant's testimony that the blinds were not painted during the tenancy. As the Landlord has failed to establish that the set of blinds were painted, I dismiss the claim for replacing this set of blinds.

I find that the Landlord has submitted insufficient evidence to establish that the blinds in this rental unit were in good working order at the start of the tenancy. In reaching this conclusion I find the testimony of the Witness for the Tenant, who had previously resided in the rental unit, who stated that the blinds were in "horrible" condition and they did not open or close properly, to be far more compelling that the testimony of the Landlord, who stated they were working properly at the start of the tenancy. In my view, the testimony of the Witness for the Tenant, who is a credible, independent witness with no interest in the outcome of this dispute, is more reliable than the testimony of the Landlord, who has a vested interest in the outcome.

As the Landlord has failed to establish that the blinds were in good working order at the start of the tenancy, I cannot conclude that they were damaged during the tenancy. I therefore dismiss the claim for repairing blinds.

In determining the claim for the blinds, I find that the testimony of the Witness for the Landlord #2 was not particularly helpful, as it did not assist in determining the condition of the blinds at the start of this tenancy.

On the balance of probabilities, I find that the walls were damaged during this tenancy. In reaching this conclusion I was heavily influenced by the testimony of the Witness for the Landlord #1, who stated that the walls were repainted in the Spring of 2011. Given that this Witness was attempting to sell this rental unit, I find it reasonable that he would recall the unit was newly painted.

In reaching this conclusion I placed little weight on the testimony of the Witness for the Tenant. As she vacated the rental unit in June of 2011, I find it entirely possible that the unit was painted after she vacated the unit.

In reaching this conclusion I placed some weight on the testimony of the Landlord. I note that his testimony that the unit was painted in May of 2012 conflicts with the testimony of the Witness for the Tenant, who stated that the unit was not painted prior to her vacating the unit in June of 2012. I find that the minor discrepancy in the dates can be easily attributed to the passage of time, and does not significantly impair the credibility of either witness.

Given that the walls were painted shortly prior to the start of this tenancy I find I difficult to believe the Tenant's testimony that the damage to the walls pre-existed the tenancy. I therefore find that the Tenant failed to comply with section 37(2) of the *Act* when he failed to repair the damage to the walls.

In addition to establishing that a tenant damaged a rental unit, a landlord must also accurately establish the cost of repairing the damage caused by a tenant, whenever compensation for damages is being claimed. In these circumstances, I find that the Landlord failed to establish the true cost of repairing the damage to the walls. In reaching this conclusion, I was strongly influenced by the absence of any documentary evidence, such as a receipt or a written estimate which corroborates the Landlord's statement that it cost \$200.00 to paint. On this basis, I award nominal damages in the amount of \$1.00. I note that the Landlord testified that he provided a copy of an email estimate but it was not in my possession at the time of the hearing nor was it in the possession of the Tenant. I therefore find it reasonable to conclude that the Landlord neglected to include it in the evidence package.

On the balance of probabilities, I find that four floor vents were damaged during the tenancy and that two were missing at the end of the tenancy. In reaching this conclusion I was heavily influenced by the testimony of the Landlord, who stated that two vents were missing at the end of the tenancy, which was corroborated by the testimony of both witnesses for the Landlord and the Witness for the Tenant. I therefore find that the Tenant failed to comply with section 37(2) of the *Act* when he failed to repair the damage to the vents.

I find that the Landlord failed to establish the true cost of replacing the damaged/missing floor vents. In reaching this conclusion, I was heavily influenced by the absence of any documentary evidence that corroborates the Landlord's statement that it cost \$100.00 to replace the vents. On this basis, I award nominal damages in the amount of \$1.00.

I find that the Tenant was provided with a key to the mail box at the start of the tenancy. As this would be typical at the start of a tenancy and the Tenant cannot recall whether or not he received a key, I accept the Landlord's testimony that one was provided. As the evidence shows that the Tenant failed to return the mail key, I find that the Tenant must compensate the Landlord for rekeying the mail box.

As the receipt for \$172.48 shows that the Landlord was charged for installing two mail box locks and the Tenant is only obligated to pay for the cost of installing one mail box

lock, I find that the Tenant must pay for 50% of this bill, which is \$86.24, plus the \$16.74 paid to purchase the new lock.

I find that the Landlord has failed to establish that the Tenant damaged the sliding glass door. In reaching this conclusion I was heavily influenced by the absence of evidence that corroborates the Landlord's suspicion that the Tenant damaged the door.

Although both the Landlord and the Tenant are merely speculating on how the door was broken, as neither of them witnessed the incident, I find the Tenant's speculation was supported by his testimony that he found a golf ball beside the broken door. In the absence of evidence that would cause me to discount this testimony, I find his speculation of how the door was damaged to be plausible.

Although both the Landlord and the Witness for the Landlord #2 do not think it is possible, given the proximity of the rental unit to the golf course, I find that it is possible for a golf ball that is struck by an inexperienced and/or irresponsible golfer to travel a distance of more than 100 yards off course. I base this decision on my own personal experience and the absence of evidence from a qualified golf professional who declares it is impossible.

As the Landlord has submitted insufficient evidence to show that the Tenant damaged the door, I dismiss the Landlord's claim for replacing the door.

I favour the testimony of the Landlord, who stated that the screen in one of the bedrooms was undamaged and in place at the start of the tenancy, over the testimony of the male Tenant, who stated that there was no screen on this particular window at the start of the tenancy. I find the version of events provided by the Landlord is corroborated, to some degree, by the Tenant's own witness. I also find the version of events provided by the Landlord to simply be more reasonable than the version of events provided by the Tenant. To accept the version of events provided by the Tenant I would have to conclude that prior to the start of his tenancy the Witness for the Landlord #2 located this window screen in storage, he installed the screen in this window, and that the screen was then photographed for the purposes of establishing that the screen was damaged. On the balance of probabilities, I find this version of events unlikely. I therefore find that the Tenant failed to comply with section 37(2) of the *Act* when he failed to repair the damage to the screen in this bedroom.

I find that the Tenant is obligated to compensate the Landlord for the cost of replacing the screen in the bedroom. On the basis of the estimate submitted in evidence I find that it will cost \$130.00 to replace this screen and I find that the Tenant must pay this amount to the Landlord.

On the basis of the photograph submitted in evidence, I find that the damage to the screen in the living room is very small and can be attributed to normal use. As the *Act* does not require tenants to repair damage to a rental unit that is "normal wear and tear", I find that the Tenant is not obligated to repair this particular damage.

On the basis of the testimony of the Landlord and the testimony of the Witness for the Landlord #2, I find that the Tenant failed to comply with section 37(2) of the *Act* when he failed to leave the carpets in reasonably clean condition at the end of the tenancy. I find that the testimony of the Witness for the Landlord #2, who stated that the carpets were significantly cleaner after they were professionally cleaned near the start of his tenancy, is a clear indication that the carpets were not left in reasonably clean condition, given that this witness is a relatively unbiased party.

In determining this matter I have placed some weight on the Landlord's argument that the carpets must have needed cleaning or he would not have incurred that expense. As the Landlord has established that the carpets needed cleaning at the end of the tenancy, I find that the Landlord is entitled to recover the \$130.00 that was paid to clean the carpet.

On the basis of the testimony of the Landlord and the testimony of the Witness for the Landlord #2, I find that the Tenant failed to comply with section 37(2) of the *Act* when he failed to replace missing/burned out light bulbs. I find that the testimony of the Witness for the Landlord #2, who stated that at least ten bulbs were missing or burned out at the start of the tenancy, is more reliable than the testimony of the Tenant in this regard, as this witness is a relatively unbiased party.

I therefore find that the Landlord is entitled to compensation for the \$62.26 that was paid to purchase the light bulbs; the eco fees of \$1.15; and the HST of \$7.60 which totals \$71.01.

On the basis of the testimony of the Landlord and the testimony of the Witness for the Landlord #2, I find that the Tenant failed to comply with section 37(2) of the *Act* when he failed to clean the deck that had been soiled by the barbecue. I find that the testimony of the Witness for the Landlord #2, who stated that the deck was dirty, is more reliable than the testimony of the Tenant in this regard, as this witness is a relatively unbiased party. I therefore find that the Landlord is entitled to compensation to the \$78.75 claim for cleaning the deck.

In determining these matters I note that I found all three witnesses to be credible witnesses. Their testimony was forthright and direct, they carefully considered their answers before speaking, they readily admitted when they were uncertain of an answer, and their testimony did not appear to be rehearsed or evasive.

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

## Conclusion

The Landlord has established a monetary claim, in the amount of \$2,164.74, which is comprised of \$1,600.00 in unpaid rent /lost revenue; \$512.74 in damages; \$2.00 in nominal damages; and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the security deposit of \$1,600.00 in partial satisfaction of this monetary claim and I grant the Landlord a monetary Order for the balance of amount \$564.74. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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

Dated: October 18, 2013

Residential Tenancy Branch