Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for unpaid rent, compensation for damage or loss under the Act, to retain all or part of the security deposit and to recover the filing fee from the tenants for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

Preliminary Matters

The landlord submitted their application on September 16, 2014. On April 9, 2015 the landlord submitted a 36 page evidence package to the Residential Tenancy Branch. The evidence was sent to the Residential Tenancy Branch (RTB) office the next day. The landlord said that this evidence was not supplied at the time of application or at least 14 days prior to the hearing as her grandparents had been ill.

Section 2.5 of the Residential Tenancy Rules of Procedure require an applicant to submit, to the extent possible, all documentary evidence to be relied upon at the hearing at the time the application is made. At the least, in relation to evidence that could not be accessed at the time of application, an applicant must comply with section 3.14 of the Rules by submitting and serving evidence to the other party no later than 14 days before the hearing.

Therefore, as the evidence submission made on April 9, 2015 did not comply with the time requirements of the Rules of Procedure I set that evidence aside. The landlord was at liberty to make oral submissions. That evidence contained the verification of costs claimed by the landlord. The landlord said that she is not fully aware of the

requirements for service of documents and that she would have appreciated someone informing her of the requirements. I explained that the business of renting does need to be supported by research, education and utilization of resources such as the Residential Tenancy Branch (RTB) internet site, which provides a great deal of information on preparing for hearings and management of tenancies.

The tenant supplied the RTB with a set of 73 photographs. The photos were bundled in groups and labelled. The landlord confirmed receipt of a portion of the photographs. The tenant confirmed she was prepared to proceed utilizing only those photographs confirmed received by the landlord.

The remaining evidence supplied was received by the parties.

There was not a claim for damage or loss under the Act, only damage to the rental unit.

Issue(s) to be Decided

Is the landlord entitled to compensation in the sum of $5,954.64 for damage to the rental unit?

May the landlord retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The tenancy commenced January 1, 2010. The parties confirmed that in March 2013 the agreement was amended but that the terms remained essentially the same. Rent at the end of the tenancy was $1,100.00 per month due on the first day of each month. A security deposit in the sum of $475.00 was paid.

The landlord mentioned previous hearings and when questioned, the parties each confirmed they had attended 2 prior hearings. The parties were informed that I would look at those decisions to ensure that matters had not been previously decided. During the hearing each of the decisions were reviewed with the parties and referenced as required. I note that the decision issued on April 2, 2015 ordered a reduction in the sum of $50.00 to the landlord, from the security deposit. This left a security deposit held in trust in the sum of $425.00.

There was no dispute that the tenancy ended as the result of an undisputed 1 month Notice ending tenancy for cause. A decision issued on April 2, 2014 provided the landlord with an order of possession effective April 30, 2014 at 1 p.m.

The landlord purchased the 37 year old home in 2009. At that time new flooring, light fixtures and electrical faceplates were installed. The unit was also painted.

A copy of the signed tenancy agreement was not supplied as evidence; however, the parties agreed that there was no written agreement made in relation to the tenant having to maintain the furnace. Heat was not included with rent; the tenant confirmed that at the start of the tenancy the heating oil tank was full.

There was some dispute in relation to completion of a move-in condition inspection report. The landlord said she believed they did complete the report; the tenant said not. Toward the end of the hearing I made an order requesting the landlord supply a copy of the condition inspection report signed by the landlord and tenant at the start of the tenancy. The landlord was to submit a copy of the report to her local Service BC office no later than noon on April 15, 2015. The landlord was to provide the tenant with a copy of the report no later than 5 p.m. on April 15, 2015.

The tenant was given until noon on April 17, 2015 to provide the RTB with a rebuttal submission to the report, if supplied by the landlord. The rebuttal must be given to the landlord no later than 5 p.m. on April 17, 2015.

Each party made the submissions requested during the hearing. On April 17, 2015 the landlord supplied a copy of a January 1, 2010 condition inspection report signed by the landlord and tenant.

On April 17, 2015 the tenant submitted a rebuttal to the move-in condition inspection report given to her by the landlord. A copy of the tenancy agreement and a rebuttal was supplied. The tenant said she had not seen the condition inspection report previously; the report was not signed by the tenant. The tenant submits the initials on page 1 of the report are not hers. The tenant submits that the report contradicts testimony given by the landlord as a number of the areas of the home were marked as being in fair condition while it also indicates the home was newly renovated. The final page of the four page document is missing. The tenant's points out that the move-in condition inspection report is dated January 1, 2010, yet she received the keys to the home on December 18, 2009 and moved in on December 26, 2009.

The landlord has made the following claim:

Furnace filter	24.62
Floor register, halogen bulb	14.90
Range hood	55.99
Gyproc repair	33.49
Easy fill	14.56
Contractor	405.00
Light bulbs	68.97
3 floor ducts	24.50
Sunshine coast fuels	314.12
Front door $218.00 less 50%	109.00
Install front door $150.00 less 50%	75.00
House cleaning	180.00

Install 3 carpets	2,979.71
Fridge $538.97 less 75%	134.74
Gas – garbage and delivery to tenant	40.00
Light bulb	19.03
Wall wood touch-up kit	20.60
Motion sensor bulbs	32.56
Painting $460.00 less 50%	230.00
Bi-fold door repair	64.60
Washing machine $522.48 less 75%	130.62
Furnace servicing	91.60
Exterior wall board	23.37
Install wall board	80.00
Fire door glass	180.64
Bi-fold door knob	3.26
Bathroom door repair	50.00
Bi-fold spring guide	4.22
Curtain rod	7.84
Curtain rod, curtain, rod pocket	65.95
Bathroom light fixture	25.75
TOTAL	5,504.64

Written submissions showed that the tenants moved into the unit with 3 children, 4 dogs, 8 cats, 1 bird, 3 geckos, 2 turtles and six fish tanks. The landlord said they were unaware of the number of pets and had approved only the dogs. The landlord said tenant also brought in 8 cats. The tenants were asked to cease brining in animals, but that was ignored.

The landlord had requested payment of a pet deposit in the sum of $400.00 as compensation. I explained that if during a tenancy the tenant fails to pay a required deposit within 30 days a landlord may issue a Notice ending tenancy for cause based on that failure to pay. A landlord may not claim a deposit after the tenancy has ended as deposits are only held in trust and do not form a debt to the landlord.

At the point in the hearing when the tenant was about to provide her testimony the male landlord exited the hearing. He had a new job that he had to attend. He was then unavailable to respond to the tenant's submissions and understood his wife would do so.

The tenant said that during the hearing held on April 2, 2014 they had agreed to meet at the rental unit on April 29, 2014 at 7 p.m. to complete an inspection of the unit. The tenant's written submission indicated that they met on April 30, 2014 at 7 p.m. The male landlord came to the unit at that time and looked through the home. The tenant was still moving out of the unit. The tenant was told the home looked good. The tenant said she would return the next morning to fix anything that needed attention; the key was left with the tenant.

The female landlord said she was not aware of any meeting between her husband and the tenant on April 29, 2014. The tenant submits that she, her friend and the male landlord walked through the home and that the landlord was happy with how clean it was. The landlord told the tenant to return the next day to finish repairs and yard work.

The tenant said that she went to the unit the next day; she was not able to enter. There was no dispute the landlord had left a note on the door of the home telling the tenant not to enter and asking that she leave the key in the mail slot. The note asked the tenant to call the landlord to discuss the fireplace glass door. The tenant left the keys and did not return to the home.

On April 30, 2014 the landlord mailed a notice to the tenants requesting they meet to complete a condition inspection report. The rental unit address was used. The tenant had vacated and had not provided a written forwarding address; this was confirmed by the tenant during the hearing.

The tenant confirmed that the landlord had contacted her mother to request they meet on May 4, 2014 at 7 p.m. to complete an inspection. The tenant said she was notified of this request only an hour before the landlord wanted to meet and was unable to attend due to family commitments. The tenant did not contact the landlord to arrange another time to complete an inspection.

The landlord submitted a condition inspection report completed on May 4, 2014. The report did not have any entries for the move-in portion; although the report indicated a move-in inspection was completed on December 18, 2009. Throughout the report multiple notations were made that the home was filthy, that there were holes in the walls, windows were dirty, bulbs were missing, flooring was destroyed and areas were dirty. Some areas were recorded as being clean or in good condition. The landlord recorded that all flooring, walls and doors were damaged. The oil tank was not full and the fireplace door required repair.

The landlord's witness provided a written statement and gave testimony outlining the condition of the home when he first entered the home on May 4, 2014. The witness saw that the entry door was split down the centre. The hall closet did not properly close and the handle was missing. The witness stated that the stench in the living room appeared to be due to cat urine and that the carpet looked disgusting. The flooring was stained with what looked like spills and urine. There were several holes in the dining room wall which had been poorly patched. The kitchen looked dirty; the counter top was chipped and the exhaust fan was filthy and greasy. The fridge had enamel paint spilled on the freezer door. There was sand grit on the edge of floor and the cabinets were in a state of disrepair and not clean.

The witness said that all of the drywall corners were damaged. The heat ducts were full of pet hair, dirt, sand and clutter. The upstairs bathroom was acceptable with the exception of the caulking. The walls downstairs were marked and had holes that

needed filling. The downstairs required painting. The hall looked like someone had tried to repair it; it was a mess.

The witness “gutted” the downstairs bathroom as it was in poor shape. It looked like someone had kicked a hole in the panel board. The bedroom doors had to be re-installed, a face plate was missing and the carpet had been removed. The carpets in the hall and going down the stairs looked worn and dirty with ground in dirt; as if people had not been taking their shoes off. The carpets smelled of dog odor, mud and urine. Walls were very dirty and sticky.

The contractor confirmed he was paid to complete repairs; he had to do a lot of sanding to rectify the state the holes had been left.

The landlord referenced photographs supplied by the tenant that showed areas of walls that had been damaged.

Testimony was not taken in relation to the furnace costs as Residential Tenancy Branch (RTB) policy (#1) suggests the landlord is responsible for all furnace maintenance.

The landlord said that multiple light bulbs required replacing. The floor registers were so dirty they were beyond cleaning and were replaced. The kitchen fan was so dirty it was replaced. The landlord had to purchase materials for wall repair and paid the contractor to repair the holes in the walls.

The tenants did not fill the oil tank at the end of the tenancy; it had been full at the start. It cost the landlord $314.12 to fill the tank.

The landlord purchased a front door that was more costly than the original would have been. The landlord has reduced the sum claimed to reflect this cost differential. It appeared someone had kicked the door from the outside, causing it to split inside. The landlord completed this repair.

The landlord hired a house cleaner who worked for 8 hours and was paid $180.00.

The carpets were new in 2009; one basement bedroom was not carpeted. The carpets were left with human urine stains. The underlay had to be replaced. One room had been duct taped and was stained. There was no dispute that the tenant left some carpet in the car port for the landlord’s use. The landlord said this was not new carpet; as it was folded and smelled badly.

The fridge was 15 or 16 years old and was replaced as it could not be fully cleaned and would not work.

The landlord charged for their fuel used to remove garbage and deliver items to the tenant.

The tenant used tape on the wood paneling in the living room and when it was removed the veneer was damaged. A repair kit was purchased to make the repair.

The outdoor motion light bulbs were burned out and not replaced by the tenants.

The landlord hired a painter to repaint the whole house. The cost has been reduced to reflect the need for some painting that would normally have been required.

The bi-fold door in the basement was broken and had to be reinstalled by the landlord.

When the landlord pulled the washing machine out from the wall the motor area was stuffed with clothes and toys which cause the motor to overheat. The machine was approximately 15 years old.

The landlord said that the bathroom door had a hole on the interior side. The landlord repaired this door and has charged labour.

The kitchen door was missing a spring guide.

The curtain rod and curtains in a bedroom were missing. The landlord replaced these items.

The tenant said that the rental was a nice home at the start of the tenancy. She had three children at the time and then had two more. The landlord was aware that the tenants had children and pets. The tenant confirmed that the children and pets had accidents and that the dog would get sick on the carpets. The tenant stated that the carpets suffered from wear and tear.

The tenant said the range hood was working when she left. The dining room wall damage was caused by her bird. The tenants began repair but when they could not re-enter the home at the end of the tenancy the repairs could not be completed. Once the hearing was held on April 2, 2014 the tenants only had 2 weeks to vacate.

The tenant said the bulbs were replaced with the exception of the living room. The male landlord told the tenant not bother replacing those expensive bulbs as the fixture was going to be removed.

The tenant stated there was nothing wrong with the floor ducts. There was no damage caused to the front door. The tenant denied that the landlord had to deliver anything to her; the landlord did not have her address.

When the tenant left the unit it was cleaned with the exception of the fridge. The tenant said it was a frozen treat that had run over the freezer and it only required cleaning.

The tenant stated that they did put some nails in the wood paneling in the living room. These made very small holes; she did use tape on the paneling.

The tenant said the outside motion light bulb had recently been replaced. The tenant understands there would the need for some painting due to the areas where her bird caused damage. The tenant stated there was not a hole in the bathroom door and the washing machine worked fine and she had been doing laundry on the last day of the tenancy. The tenant does not think a door spring was missing. The tenant said they did not damage the bathroom wall.

The tenant confirmed she had tied her dog up outside of the house and that some exterior wall board was damaged. The tenant had intended to repair this board on May 1, 2014 but was not allowed to enter the home.

The tenant said that they did break the fireplace door glass. She had obtained an estimate of $80.00 for repair but was not allowed to enter the home to make a repair.

The tenant agreed that they lost the bi-fold door knob and broke the bathroom light fixture.

The tenant said that there was never a curtain rod or curtains in one of the bedrooms; the tenant purchased her own.

The tenant confirmed she had removed the carpet from the lower bedroom. The tenant said she did this several months into the tenancy as her cat was urinating on the floor. The tenant said that carpet as old and rotting. The landlord said that the carpet was not removed early in the tenancy and that any rot of the underlay was the result of the damage caused by urine.

At the end of the tenancy the landlord found 9 air fresheners in the upper portion of the house and 5 in the basement. The landlord said her husband would not have told the tenant the living room fixture would be replaced and that he would not have approved of the tenant returning to the rental unit after the tenancy had ended.

Analysis

When making a claim for damages under a tenancy agreement or the Act, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or Act, verification of the actual loss or damage claimed and proof that the party took reasonable measures to mitigate their loss. Verification of loss would include submission of professional estimates of expected costs or other reasonable submissions that demonstrate costs were established through an independent party.

I have also considered Section 37 of the Act, which requires a tenant to leave the rental unit reasonably clean and free from damage, outside of normal wear and tear. Residential Tenancy Branch (RTB) policy suggests that reasonable wear and tear refers

to natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion. An arbitrator may determine whether or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant. I find this to be a reasonable stance.

I find that damage caused by pets and children urinating on carpeting is not reasonable and would not fall within the realm of normal wear and tear. This is damage that can and should be avoided by a tenant.

RTB policy (#40) suggests that in a claim for damage to the unit caused by a tenant the arbitrator may consider the useful life of a building element and the age of the item. Landlords should provide evidence showing the age of the item at the time of replacement and the cost of the replacement building item. That evidence may be in the form of work orders, invoices or other documentary evidence. If an arbitrator finds that a landlord makes repairs to a rental unit due to damage caused by the tenant, the arbitrator may consider the age of the item at the time of replacement and the useful life of the item when calculating the tenant's responsibility for the cost or replacement. The landlord was only able to estimate the age of items during the hearing.

Residential Tenancy Branch policy suggests that an arbitrator may award "nominal damages", which are a minimal award. These damages may be awarded where there has been no significant loss or no significant loss has been proven, but they are an affirmation that there has been an infraction of a legal right. I have considered nominal damages in relation to some of the compensation claimed by the landlord.

I have considered the copy of the condition inspection report the landlord submits was completed at the start of the tenancy and find that I can place no weight on that report. The landlord was required, pursuant to section 18(1)(a) of the Residential Tenancy Regulation, to provide a tenant with a copy of the report within 7 days of completing the report. There was no evidence before me that this occurred. The tenant said she had not previously seen this report and she had not signed the report. Further, the report supplied as the move-in inspection differed from the report used at the end of the tenancy. At the end of the tenancy the report indicated the move-in inspection had occurred on December 18, 2009; the report submitted for the hearing showed the move-in was completed on January 1, 2010. The report used at the start of the tenancy is designed to be used at the end of the tenancy; as both the move-in and move-out comments can be easily compared.

Therefore, in the absence of consistent documentation I find that the condition inspection reports are of no value and cannot be relied upon.

Section 24(2) of the Act provides:

> *(2) The right of a landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord*
>
> > *(a) does not comply with section 23 (3)* [2 opportunities for inspection]*,*
> >
> > *(b) having complied with section 23 (3), does not participate on either occasion, or*
> >
> > *(c) does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.*

Therefore, in the absence of evidence that the inspection report was completed at the start of the tenancy and a copy given to the tenant I find, pursuant to section 24 of the Act that the landlord's right to claim against the deposit for damage to the rental unit was extinguished. The landlord indicated on the application that there was claim for damage or loss; however, the only claim before me is one for damage to costs related to repairs for damage to the rental unit. This is set out on the detailed calculation of the claim supplied with the application. This also leads me to give no weight to the condition inspection reports.

Further, the landlord knew in mid-April that the tenancy was coming to an end yet did not attempt to arrange a move-out inspection report with the tenant until the last day of the tenancy, when a letter was sent to an address where the tenants no longer resided. Even if I accepted that a report was completed with the male landlord and tenant; there was no report signed by the parties and given to the tenant, in accordance with the Regulation.

A landlord must return a deposit, when their right to claim, has been extinguished, within 15 days of receipt of a written forwarding address. However, as the tenant failed to provide the landlord with a written forwarding address I find that the value of the security deposit remains at the current value, $425.00.

In support of policy referenced in the background and evidence I find that the claims relate to furnace maintenance are dismissed.

Policy #1 suggests that a tenant is responsible for light bulbs in the rental unit; therefore I find that the claim for exterior bulbs is dismissed. Exterior maintenance is the responsibility of the landlord.

I find that there were light bulbs that the tenant did not replace. I have rejected the tenant's submission she was told not to replace bulbs and find that he truth of the story lies with the landlord, who would expect fixtures to have functioning bulbs left in the unit at the end of a tenancy. In the absence of verification of the cost claimed for all bulbs I find the landlord is entitled to nominal compensation in the sum of $30.00.

There was no evidence before me that the range hood was not original to the 37 year old home. In the absence of evidence of the age of the fan I find that the claim is dismissed.

Even if the floor vents were dirty there was no evidence before to demonstrate why they were not cleaned versus replaced. Therefore, I find that the claim for replacement is dismissed.

The tenant did not dispute that her children may have damaged some walls; the tenant did agree that her bird had chewed holes in the walls. From the evidence before me I find that the landlord did bear the cost of repairs. In the absence of verification of costs outside of the contractor, who testified he as paid the sum claimed I find that the landlord is entitled to nominal costs for wall repair. In the absence of an invoice breaking down the cost for wall repair and the work completed on the bathroom, I find that the landlord is entitled to the sum of $150.00 for all costs related to wall repairs and supplies.

The tenant agreed that the fuel tank was full at the start of the tenancy and that they did not refill the tank at the end of the tenancy. The tenant did not make any efforts to measure the tank, in order to prove how much fuel was left at the end of the tenancy. There was no dispute heat was not included with rent. Therefore, in the absence of an invoice, based on the tenant's confirmation the tank was not filled, I find that the landlord is entitled what I find, are reasonable fuel costs claimed.

Based on the testimony of the contractor, who was in the home on May 4, 2014, I find that the home was not left reasonably clean. The floors were dirty and the fridge was not clean. Therefore I find that the landlord is entitled a nominal sum of $50.00 for cleaning.

In relation to the front door, gas, wood touch-up kit, bi-fold door repair, bi-fold door repair, the spring guide, curtain rod and curtains, I find, that the landlord has failed to prove, on the balance of probabilities, the costs claimed. In the absence of verification of the costs claimed and a reliable inspection report at the start and end of the tenancy, I find the claim for these items is dismissed.

The suggested life-span for carpets in a rental unit is 10 years. The landlord has said that in 2009 the carpets were newly installed in the 2 upstairs bedrooms, the living room and bedroom in the basement. The tenant did not dispute that her children and pets had urinated on the carpets. The contractor confirmed that the carpets were filthy, looked like shoes had been worn on them and that they smelled of urine.

From the photos supplied by the tenant the carpets did not appear to have been aged and looked, on the balance of probabilities, like a fairly new product. If the carpets had been new in 2009 I find they would have had 5 years of expected useful life remaining. The landlord has claimed replacement, in the absence of any verification of the cost and has not taken depreciation into account. Therefore, as the evidence supports the fact that the carpets were damaged beyond normal wear and tear I find that the landlord is entitled to nominal compensation in the sum of $200.00 for carpets.

The suggested life span for paint in a rental unit is four years. The unit was painted in 2009. As the age of the paint at the end of the tenancy was at least five years, I find that the claim for the cost of repainting is dismissed.

The suggested useful life span of a fridge and washing machine is 15 years. Therefore as these appliances in the rental unit were estimated to be at least 15 years old I find that the claim for replacement is dismissed.

The tenant confirmed that her dog damaged the wall board and they lost the door knob and broke the fireplace door and light fixture. In the absence an estimate supplied by the landlord I have accepted the sum the tenant says she was given for the fireplace door, $80.00 as compensation to the landlord. I find that the landlord is entitled to the sums claimed for the balance of these items as they appear to be reasonable and nominal.

	Claimed	Accepted
Furnace filter	24.62	0
Floor register, halogen bulb	14.90	0
Range hood	55.99	0
Gyproc repair	33.49	-
Easy fill	14.56	-
Contractor	405.00	150.00
Light bulbs	68.97	30.00
3 floor ducts	24.50	-
Sunshine coast fuels	314.12	314.12
Front door $218.00 less 50%	109.00	0
Install front door $150.00 less 50%	75.00	0
House cleaning	180.00	50.00
Install 3 carpets	2,979.71	200.00
Fridge $538.97 less 75%	134.74	0
Gas – garbage and delivery to tenant	40.00	0
Light bulb	19.03	-
Wall wood touch-up kit	20.60	0
Motion sensor bulbs	32.56	0
Painting $460.00 less 50%	230.00	0
Bi-fold door repair	64.60	0
Washing machine $522.48 less 75%	130.62	0
Furnace servicing	91.60	0
Exterior wall board	23.37	23.38
Install wall board	80.00	80.00
Fire door glass	180.64	80.00
Bi-fold door knob	3.26	3.26
Bathroom door repair	50.00	0
Bi-fold spring guide	4.22	0
Curtain rod	7.84	0
Curtain rod, curtain, rod pocket	65.95	0

Bathroom light fixture	25.75	0
TOTAL	5,504.64	$930.76

I find that the landlord's application has merit and that the landlord is entitled to recover the $50.00 filing fee from the tenants for the cost of this Application for Dispute Resolution.

I find that the landlord is entitled to retain the tenant's security deposit in the amount of $425.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the landlord a monetary Order for the balance of $555.76. In the event that the tenants do not comply with this Order, it may be served on the tenants, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

The balance of the claim is dismissed.

Conclusion

The landlord is entitled to compensation in the sum of $930.76 for damage to the rental unit. A monetary Order has been issued.

The balance of the claim is dismissed.

The landlord may retain the security deposit in partial satisfaction of the claim.

The landlord is entitled to filing fees.

This decision is final and binding 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: April 20, 2015

Residential Tenancy Branch