Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF (Tenants' Application)
MNR, MNSD, MNDC, MND, FF (Landlords' Application)

Introduction

This hearing reconvened as a result of cross applications in which the parties each sought monetary orders against the other. The hearing was originally set for February 24, 2015 and was continued on April 13, 2015 as well as June 5, 2015 where it completed, comprising six full hours of hearing time.

Both parties appeared at the hearing. The Landlords were assisted by their daughter, K.C., who acted as their advocate. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

At the initial hearing, an issue was raised with evidence submitted by the Tenants. Specifically the Landlords alleged that the Tenants had not submitted a complete copy of the text messages exchanged between the parties in July of 2014. At the conclusion of that hearing, I ordered that neither party submit any further evidence save and except for the Landlords who were at liberty to submit a complete copy of the text messages which were exchanged in July of 2014.

Also at the first hearing the Landlords confirmed they were not opposing the Tenant's late evidence and confirmed they did not want an adjournment.

Aside from the two aforementioned issues, which were resolved during the hearings, the parties agreed that all evidence that each party provided had been exchanged. No further issues, with respect to service or delivery of documents or evidence were raised.

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.

Issues to be Decided

1. Are the Tenants entitled to monetary compensation from the Landlords?

2. Are the Landlords entitled to monetary compensation from the Tenants?

Background and Evidence

The parties agreed that no written tenancy agreement existed. This tenancy began September 1, 2009. The Tenants During the tenancy the Landlords occupied the upper unit and the Tenants occupied the basement rental unit in a detached home.

Monthly rent was payable in the amount of $650.00 per month inclusive of heat, hydro and cable. The Tenants paid a security deposit of $325.00 at the commencement of their tenancy.

The parties disagree as to the date the tenancy ended. The Tenants submit they moved from the rental unit on July 1, 2014. Conversely, the Landlords submit that the first time they became aware that the Tenants had moved was on July 6, 2014 such that the effective date of their notice was September 1, 2014. I will deal with this issue in more detail later in this my decision.

The Tenants filed for dispute resolution on August 7, 2014.

The property was re-rented as of September 1, 2014. Introduced in evidence was a letter from the new tenancy, T.S., confirming he viewed the property on August 8, 2014.

Tenants Claim filed August 2, 2014

The Tenants claim monetary compensation in the amount of $2,580.46 including return of double their security deposit as well as compensation for their labour building a wrap-around deck for the Landlord, and the value of their firewood and lumber which they say was wrongfully taken from the rental unit by the Landlord.

In support of their claims, the Tenants submitted a Monetary Order Work sheet wherein they claimed as follows:

Estimated value of Tenant's lumber	$565.46
Estimated value of Tenant's Labour building a deck for Landlord	$840.00
Estimated value of Tenant's firewood	$525.00
Double the security deposit paid ($325.00)	$650.00
Total claimed	**$2,580.00**

The Tenants testified that they moved from the rental unit July 1, 2014.

The parties agree that neither a move in, or move out condition inspection report were done. The Tenants confirmed they did not sign over a portion of their security deposit.

The Landlords filed for dispute resolution on January 22, 2015. The Tenants submit that as the Landlords failed to apply for dispute resolution within 15 days of the end of the tenancy, they are entitled to return of double their security deposit.

The Tenants also submitted that they assisted the Landlords' son in building a deck for the rental home. In a letter submitted to the Branch, dated July 30, 2014, the Tenants write that they had previously done work for the Landlords and that in the past they were compensated for their time by way of credits towards their rent. They testified that in May of 2014 they provided seven days of labour, at eight hours a day for a total claim of $840.00 in labour, such amount was to be credited to their June rent. The Tenants confirm they were never provided this credit.

The Tenants also claim compensation for the loss of firewood and lumber removed from the rental property by the Landlords without the Tenants knowledge or consent.

In support of their claim for compensation for the wood, the Tenants submitted photos of the firewood and lumber which they say was wrongfully taken by the Landlord.

Also introduced in evidence by the Tenants were copies of text communication between the Tenants and the Landlords regarding the Tenants' request to retrieve the firewood and lumber from the rental unit from July 14, 2014 to July 25, 2014. It appears as though arrangements were made for the Tenants to remove the firewood and lumber from the rental property. However, on July 25, 2014, the Landlords, or persons acting

on instructions from the Landlord, moved the Tenants' firewood and lumber from the rental property to a public location.

In a text sent on July 25, 2014 at 1:19 pm from the Landlords' daughter to the Tenants, she writes:

> "In the interest of preventing further disruption and for the peace of mind and well-being of our parents, we have been advised to move all of the wood for you to pick up, sell or do as you wish at your convenience. My brother has done so this morning upon his arrival. We have started an information file with the police should there be any further attempt to come on the property, we have also been advised to call the police. The wood is located about 1 km up the road past our turn off, on the right piled to the side where it does not obstruct access, just before the [S] road sign. I will forward photo as well."

The Tenants claim they were unaware the wood have been moved at the time. Introduced in evidence was a text from the Tenant wherein she responded to the above text on July 27, 2014 at 8:06 p.m. and wrote

> "texted you Friday there is no more wood here."

A further text sent July 27, 2014 at 8:09 p.m. contains the Landlords' daughter's response:

> "There is no wood here. My brother moved it all Friday morning lumber and all photos were sent to you above on this text stream."

The Tenants submitted in evidence an estimate from a local building supply store indicating the value of the lumber as $565.46.

The Tenants also submitted a letter from G.W., who, according to the Tenants, was employed in the logging industry as a scaler, and therefore qualified to value wood. G.W. valued the Tenants 3.5 cords of firewood at $525.00. (Notably, although the Tenants argued at the hearing that they should be entitled to compensation in the amount of $600.00, the Tenants Application for Dispute Resolution set this sum at $525.00.)

In the Details of Dispute section on the Tenant's Application, they also wrote that the Landlord also entered their rental unit twice without the Tenants' knowledge or consent.

No further details as to the alleged dates or compensation requested were provided by the Tenants.

Landlord's Response to Tenant's Claim for Monetary Compensation

The Landlords' position with respect to the Tenants' claim for compensation for loss of their firewood and lumber was that the Tenants removed more than half of the firewood, (therefore taking more than their share) and that the lumber which they left behind was obtained second hand, was rotten, damaged and of little value.

The Landlords confirm they moved the firewood and lumber from the rental unit and did so as their interactions with the Tenants had become problematic. They further confirmed that they moved the lumber to a safe dry place.

The Landlords claimed that the Tenants removed far more than they admitted, and in support the Landlords submitted photos of wood and lumber, which they claimed was a true representation of the volume of wood removed by the Tenants. Also introduced in evidence was an undated and unsigned statement from D. and C. M. indicating they moved 3.5 cords of firewood with the Tenants on July 23, 2014. The Landlords say that

The Landlord's introduced in evidence a statement dated August 1, 2014 signed by P.R. wherein he writes that the Landlords asked him to value the wood which was on the property. He writes as follows:

> …
> "This consisted of a little under 2 cord total of fir blocks and mixed split firewood combined, as well as 100 2x4 boards and 4 4x4 boards.
>
> The split firewood was apparently being sold for $100/cord by their tenants, which is reasonable.
>
> The lumber, being well used and somewhat rotten (several not useable) would be generously priced at $1/each. It was obviously previously used and had been exposed to the weather for some time."

The Landlords oppose any compensation for the firewood and stated that the Tenants are welcome to retrieve the lumber, as it has now been moved to a safe dry storage area.

In terms of the Tenants' request for compensation for their labour, the Landlords claimed there was no agreement that the Tenants would be compensated for their help

building the wrap around deck, that the Landlords did not want their help did not have the funds to pay them and advised the Tenants of this. The Landlords submitted a letter in evidence son, from N.C. Jr. (their son) wherein he claimed he built the deck and that he did not wish to have assistance from the Tenants.

Landlords' Claim filed January 22, 2015

The Landlord claimed monetary compensation in the amount of $2,970.00 including lost rent for July and August 2014, cleaning and repair costs and the amount required to remove the Tenant's garden beds and restore the area to lawn.

Introduced in evidence was a Monetary Orders Work sheet wherein the Landlord claimed the following:

Carpet cleaning	$89.25
Cleaning supplies	$33.15
Cleaning supplies	$17.91
Paint and cleaning supplies	$88.74
Bi-fold door replacement cost	$62.69
Paint for bi-fold door	$68.28
Repair of patio door screen	$22.40
18 hours of labour for cleaning at $20.00 per hour	$360.00
Estimated cost to remove garden beds built by Tenants	$918.30
Loss of rent for July and August 2014 ($650.00 per month)	$1,300.00
Total claimed	**$2,960.72**

The Landlord testified that the Tenants did not clean the carpets as required under the *Act*. Introduced in evidence a document containing a photocopy of a cheque payable to their previous tenants, dated August 27, 2009 as well as a notation indicating the previous tenants damage deposit was returned less the amount for professional steam cleaning of the carpets. While the Landlords did not make any submissions with respect to this document, presumably it was entered to show that the carpets were steam cleaned prior to the Tenants moving in September 2009.

Also introduced in evidence were photos of the rental unit which showed the following:

- Staining inside kitchen cabinets;
- Dirt and debris under the stove;
- Grease dripping down the exterior of the fridge and stove;

- The stove trays and over interior which indicate neither were cleaned prior to moving out;
- Dirt, damage and dust on the bedroom walls and ceiling;
- The interior of the bathroom cabinet which was not cleaned;
- Staining in the toilet;
- Water damage to the wooden window sills which appear to have been caused by pots;
- Dirty and stained horizontal and vertical blinds;
- The woodstove full of soot and burned wood;
- A broken brick on the wood stove hearth; and
- A broken bi-fold door.

The Landlords claimed that due to the condition the rental unit was left by the Tenants the rental unit required 16 hours of cleaning by the Landlord and their daughter, K.C. The Landlords submitted in evidence a detailed listing of the tasks performed on a document dated July 31, 2014.

The Landlord o submitted in evidence a receipt for replacement of the bi-fold door as well as a receipt for paint used to paint the door and the window sills.

The Landlords also claim that the Tenants did not return the property to the condition in which they found it and in particular did not remove the garden beds, which had been built by the Tenants. In support the Landlord submitted photos of the raised garden beds which they claim were installed by the Tenants, yet not removed as requested by the Landlords at the end of the tenancy. Also introduced in evidence was a "Job Estimate" prepared by a business operating under the name Y.G.A. wherein the cost to remove the beds and return the area to grass is estimated at $918.30.

The Landlords claimed that they were not aware the Tenants had vacated the rental unit until July 6, 2014 and as such, the effective date of their notice is August 31, 2014. Further the Landlords submitted that the Tenant's left the rental unit in such a condition that it was not ready to be shown until August 2014 and consequently they claim loss of rental income for July and August 2014.

Finally, the Landlords request an Order that they be permitted to retain the security deposit towards the amounts they claim.

Tenant's Response to Landlord's Claims

The Tenants acknowledged that they could have done a better job cleaning, and for the most part did not dispute the Landlord's claim for costs associated with cleaning only to state that the hourly rate charged appeared excessive, and the Landlords were claiming cleaning supplies for both the upstairs and rental unit as this was also the time that the Landlords were moving to Vancouver to live with their daughter.

The Tenants did not dispute the Landlords claim that the carpets were not cleaned by the Tenants, only to submit that the carpets were at least 30 years old and required replacement, not cleaning.

The Tenants agreed that the bi-fold door required replacement, but submitted that the paint used could have been purchased in a smaller, quart size. Submitted in evidence was a copy of a receipt for the paint in this smaller size at a cost of $48.38 including primer and taxes.

The Tenants stated that they are prepared to remove the garden beds, and recover the materials but thought that the Landlord wanted them to stay as the Landlord agreed to their installation and benefitted from their use. The Tenants are opposed to the amount claimed by the Landlord for the garden bed removal as they believe it is excessive and unnecessary since the Tenants are willing to attend to this task.

The Tenants dispute the Landlord's claim for lost rent for the month of August 2014 and testified as follows:

- In April of 2014, the Tenants gave verbal notice to the Landlords that they intended to move from the rental unit on June 1, 2014. When they gave notice, the Landlords' daughter, offered that they be able to move upstairs as the Landlords were going to be moving in with their daughter. The Tenants agreed to move in to the upstairs, and cancelled their plans to move from the rental unit.

- On June 13, 2014, the Landlords' daughter called to state that she could not move her parents until July 15, 2014 and asked the Tenants to remain in the basement suite until that time.

- On June 20th, the Landlords' daughter called again to say that she would not be able to move her parents until the third week in August. The Tenants responded that this was unacceptable, and claim that the Landlords' daughter responded, "no hard feelings if you found another house".

- The Tenants submit that they found alternate accommodation on July 1, 2014 at which time they moved.

The Tenants submit that the Landlords were aware they intended to move from the rental unit, and agreed the Tenants could move as early as July 1, 2014 without facing a loss of rent claim from the Landlords.

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.

Section 67 of the Residential Tenancy Act states:

> Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.
>
> [Reproduced as written.]

Tenants Claim filed August 2, 2014

Security Deposit

There was no evidence to show that the Tenants had agreed, in writing, that the Landlord could retain any portion of the security deposit.

There was also no evidence to show that the Landlord had applied for arbitration, within 15 days of the end of the tenancy or receipt of the forwarding address of the Tenant, to retain a portion of the security deposit, as required under section 38.

By failing to perform incoming or outgoing condition inspection reports in accordance with the Act, the Landlords extinguished their right to claim against the security deposit for damages, pursuant to sections 24(2) and 36(2) of the Act.

The security deposit is held in trust for the Tenants by the Landlords. At no time do the Landlords have the ability to simply keep the security deposit because they feel they are entitled to it or are justified to keep it. If the Landlords and the Tenants are unable to agree to the repayment of the security deposit or to deductions to be made to it, the Landlords must file an Application for Dispute Resolution within 15 days of the end of the tenancy or receipt of the forwarding address, whichever is later. In this case, the Landlords did not file until January 22, 2015.

The Landlords may only keep all or a portion of the security deposit through the authority of the Act, such as an order from an Arbitrator, or with the written agreement of the Tenant. Here the Landlords did not have any authority under the Act to keep any portion of the security deposit. Therefore, I find that the Landlords are not entitled to retain any portion of the security deposit.

Having made the above findings, I must Order, pursuant to section 38 and 67 of the Act, that the Landlords pay the Tenants the sum of **$650.00**, comprised of double the security deposit (2 x $325.00).

Compensation for Labour

The Tenants claim compensation for their labour in building a wrap-around deck for the Landlords. The parties could not agree as to whether an agreement was reached with respect to the payment for their services, and whether if payment was to be made, whether it was to be credited to their rental payments. The Tenants did not submit any evidence of previous rent reductions which would support a finding of such an agreement.

The Tenants bear the onus of proving that their labour with respect to the building of a wrap-around deck was connected to their tenancy and to be credited towards their rent payments. The Landlords dispute any such agreements existed and argue that they did not want the Tenants to assist.

Where conflicting versions exist, and absent any evidence which would support either side's claim, the party who bears the burden of proving their claim fails. In this case, the Tenants had the burden of proving such an agreement existed. I find the Tenants have failed to establish their claim that payment for their labour was connected to rental payments. Since this claim falls outside the parameters of the *Residential Tenancy Act,* I decline jurisdiction. The Tenants may choose to file in the B.C. Provincial Court (Small Claims Division).

Compensation for Firewood and Lumber

I find it is not possible to determine what amount, if any was moved to the public location by the Landlords. The Landlords, in moving the Tenants property to a public location, exposed that property to the risks of theft and deterioration. The Landlords had no authority to remove the Tenants belongings, and I find it careless that they did so, particularly as they left these items in a public location.

I prefer the evidence of the Tenants as to the volume and value of their firewood and lumber and award them the amounts claimed on their Application: **$565.46** and **$525.00** respectively.

In total, I award the Tenants **$1,740.46** for the following:

Double the security deposit paid ($325.00)	$650.00
Estimated value of Tenant's lumber	$565.46
Estimated value of Tenant's firewood	$525.00
Total awarded	**$1,740.46**

Landlords' Claim filed January 22, 2015

I accept the evidence of the Landlords that the Tenants did not clean the unit, or make necessary repairs and this has caused losses to the Landlord. The Tenants did not dispute the condition of the rental unit, only the amount of time involved in cleaning and the cost of repairs.

Carpet Cleaning

The evidence indicates that the carpets were not steam cleaned when the Tenants left, as required under the Act and the tenancy agreement. Accordingly, I award the Landlords the amount claimed for carpet cleaning in the amount of **$89.25**.

Cleaning Supplies and Compensation for Labour for Cleaning

The parties agree that the Landlords moved from the upper unit to live with the Landlords daughter. This move coincided with the Tenants move from the rental unit. As such, I find that it is likely that the two units were cleaned at the same time and that the cleaning supplies were used for both. Accordingly, I award the Landlords **$25.00** for cleaning supplies.

I accept the Landlords' evidence as to the time required to clean the rental unit. I also find the $20.00 claimed to be a reasonable hourly rate for this service. Accordingly, I award the Landlords the **$360.00** claimed for cleaning.

Paint and Cleaning Supplies

Residential Tenancy Policy Guideline 1. Landlord & Tenant—Responsibility for Residential Premises provides as follows:

> **PAINTING**
>
> The landlord is responsible for paining the interior of the rental unit at reasonable intervals. The tenant cannot be required as a condition of tenancy to paint the premises. The tenant may only be required to paint or repair where the work is necessary because of damages for which the tenant is responsible.

There was no evidence that the Tenants damaged the walls. The Tenants claim that the rental unit was dated, and had not been properly maintained by the Landlords. Applying the above mentioned policy guideline, I find there is insufficient evidence to find that the Tenants should be responsible for the painting costs claimed by the Landlords and accordingly, I dismiss the Landlords' claim for $88.74 for paint and cleaning supplies.

Bi-fold Door Replacement and Painting

I find that the bi-fold door was damaged by the Tenants and required replacement. I accept the Landlords evidence that the paint purchased for the door was also used to paint the window sills and trim. The damage to the window sill, from the Tenants plant pots, is clear from the photos and I find it reasonable that the Landlords would paint the window sills. Accordingly, I award the Landlords the **$62.69** claimed for the door, and the **$68.28** for the paint for the door and window sills.

Patio Door Screen

The Tenants did not dispute the Landlords claim for the cost to repair the patio screen door; accordingly, I award the Landlords the **$22.40** claimed.

Removal of Garden Beds

Residential Tenancy Policy Guideline 1. Landlord & Tenant—Responsibility for Residential Premises provides as follows:

> **RENOVATIONS AND CHANGES TO RENTAL UNIT**
>
> 1. Any changes to the rental unit and/or residential property not explicitly consented to by the landlord must be returned to the original condition.
>
> 2. If the tenant does not return the rental unit and/or residential property to its original condition before vacating, the landlord may return the rental unit and/or residential property to its original condition and claim the costs against the tenant….

The Tenants allege the Landlords agreed to the installation of the garden beds and benefitted from their use. The Landlords submit that while they agreed to the installation, they specifically stated to the Tenants that the beds needed to be removed when the tenancy ended.

The Tenants submit that they should be afforded the opportunity to remove the beds and materials, rather than pay the Landlords cost to hire a third party to do this work. It appears as though relations between the parties deteriorated to such an extent that the Landlords do not wish to have further contact with the Tenants. Further, as the rental unit is now occupied, it is not reasonable for the Tenants to be attending to the rental unit to remove the beds at this time.

The estimate for $918.30 submitted by Y.G.A. for the tasks of removing the garden beds, leveling the area for seeding includes $150.00 for “materials”. As the estimate also indicates the work performed would be to remove 3 large garden beds, spread the soil from the gardens to level the lawn, seed and fertilize, it is difficult to know what materials would be required over and above seed and fertilizer; I find that the $150.00 in unspecified “materials” to be too vague as to be recoverable. Based on the photos submitted of the garden beds, I find the total estimated amount to be excessive, and award the Landlords **$300.00** for this task.

Lost rental income for July and August 2014

It is clear the parties had discussions regarding the end of the tenancy and the possibility of the Tenants moving to the upper unit. However neither party submitted any evidence which would suggest that a written notice to end tenancy had been delivered by the Tenants or that a mutual agreement to end tenancy had been reached.

I further find that even though discussions occurred regarding the Tenants possibly moving upstairs, the rental unit could not have been rented to others until the tenancy formally ended. I accept the evidence of the Landlords that the first they became aware that the Tenants had moved from the rental unit was on July 6, 2014.

Section 45 of the *Act* deals with a tenant’s notice to end tenancy and provides as follows:

> **Tenant's notice**
>
> **45** (1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that
>
> (a) is not earlier than one month after the date the landlord receives the notice, and
>
> (b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

Section 52 mandates the form and content of a notice to end tenancy and provides as follows:

> **Form and content of notice to end tenancy**

52 In order to be effective, a notice to end a tenancy must be in writing and must

(a) be signed and dated by the landlord or tenant giving the notice,

(b) give the address of the rental unit,

(c) state the effective date of the notice,

(d) except for a notice under section 45 (1) or (2) *[tenant's notice]*, state the grounds for ending the tenancy, and

(e) when given by a landlord, be in the approved form.

While the Tenants discussed ending the tenancy with the Landlords, there is no evidence that they complied with section 52 by providing written notice or providing the Landlords with the effective date of the Notice. Without written notice specifying the effective date, the Landlords would not be in a position to re-rent the rental unit.

I accept the Landlords evidence that the first they became aware that the Tenants had vacated the rental unit was July 6, 2014; as such, and pursuant to section 45, the effective date of their notice was August 31, 2014. Consequently, the Landlords' claim for lost rent for July and August 2014 is granted.

Section 7 of the Act states:

(1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

I accept the evidence of the Landlords that the rental unit required extensive cleaning, repainting and repair prior to any scheduled showings to prospective tenants. I further find that in showing the rental unit in August of 2014, and re-renting it for September 1, 2014, the Landlords took reasonable steps to minimize their loss.

In total I find that the Landlords have established a total monetary claim of **$***comprised of the following:

Carpet cleaning	$89.25

Cleaning supplies	$25.00
Bi-fold door replacement cost	$62.69
Paint for bi-fold door	$68.28
Repair of patio door screen	$22.40
18 hours of labour for cleaning at $20.00 per hour	$360.00
cost to remove garden beds built by Tenants	$300.00
Loss of rent for July and August 2014 ($650.00 per month)	$1,300.00
Total allowed	**$2,227.62**

As both parties have enjoyed divided success, each party is to bear the cost of the fee paid to file their respective Application for Dispute Resolution.

As I have awarded the Tenants the sum of **$1,740.46** and the Landlords the sum of **$2,227.62** the result of the foregoing is that the Tenants must pay the Landlords the sum of $487.16, representing the difference between the amounts allowed. I order, by set off that the Tenants pay the Landlords the sum of **$487.16**. The Landlords are entitled to a Monetary Order in this amount and must serve this Order on the Tenants.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The parties enjoyed divided success in their monetary claims against the other. By way of set off, the Landlords are entitled to a Monetary Order in the amount of **$487.16**. Neither party shall recover the filing fee.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*

Dated: June 16, 2015

Residential Tenancy Branch