# Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

## DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction and Preliminary Issues

This hearing was convened to address applications by both parties. The landlord filed her application on April 30, 2015 claiming a monetary order and an order permitting her to retain the security deposit. The tenant filed his application on September 16, 2015 seeking a monetary order and an order compelling the landlord to return the security deposit. Both parties participated in the hearing, which was held in person.

The landlord argued that the tenant did not submit his application within the timeline required by the Rules of Procedure. Section 2.2 of the Rules provides that the respondent should file a cross-application as soon as possible and ensure that the service provisions in Rule 3.15 are met. Rule 3.15 requires that the respondent's evidence be served 7 days before the hearing. The landlord acknowledged having received the tenant's cross-application on September 19. While the tenant clearly did not file his application "as soon as possible", he filed and served it 2 weeks before the hearing and the landlord did not indicate that there was further evidence which she could not provide as a result of the delay. I saw no reason to delay the tenant's claim and both claims were heard together.

In advance of the hearing, the tenant provided to the Residential Tenancy Branch (the "Branch") and to the landlord a USB drive on which was a 2 minute video of the rental unit. On September 22, the landlord submitted to the Branch a letter advising that she was unable to open the file because it was "corrupt". At the hearing, the tenant offered to play the video but the landlord adamantly refused, not because she had not viewed the video in advance of the hearing but because she believed the tenant had tampered with the video. After the hearing, the landlord submitted to the Branch a written request asking for a copy of the video. The landlord was not sent a copy of the video and because the landlord had the opportunity to view it and refused to do so and because the landlord did not express any objection on the basis that she would require time to gather evidence to respond to the video or request an adjournment to permit her opportunity to do so, I have considered the video in my deliberations and in this decision

have specifically identified where any part of the decision was based upon that video evidence.

At the hearing, the landlord brought to my attention that the tenant had provided her with black and white copies of his photographs while he had provided to the Branch colour copies. The tenant was obligated to provide to the landlord exactly the same evidence as was provided to the Branch. Given the time restrictions at the lengthy hearing, I did not have opportunity to compare the Branch's copies of the photographs with those of the landlord. I believe it would be unfair for me to consider the photographs as they provide more clarity than those provided to the landlord. I therefore have not considered the tenant's photographs in my deliberations. However, the photographs were submitted as part of text messages and I have considered the text in the text messages as colour would not provide more clarity to the text.

The landlord asked that one of the Branch staff members be called as a witness. I refused that request on the basis of section 11 of the Act which states that Branch staff members cannot be compelled in civil proceedings.

At the hearing, the landlord accused me of being biased in the tenant's favour but when I asked her to tell me the basis for this belief, she simple stated "you are, I can tell." Although during the hearing I had to caution the landlord on several occasions because she repeatedly interrupted the tenant and on several occasions supplied answers for her witnesses, I offered both parties opportunity to fully present their case, to respond to the claims against them and to cross-examine each other and witnesses. I have no relationship with either of the parties and no personal or financial interest in the outcome of this hearing. As I was confident that I was not biased against the landlord, I proceeded with the hearing.

Issues to be Decided

Is the landlord entitled to a monetary order as claimed?
Is the tenant entitled to a monetary order as claimed?

Background, Evidence and Analysis

The parties agreed that the tenancy began on September 1, 2014 and ended on April 22, 2015. They further agreed that the rental unit was furnished, that monthly rent was set at $1,050.00 per month and that the tenant paid a $525.00 security deposit.

There was a dispute at the hearing over whether or not the parties had together conducted a condition inspection of the unit at the end of the tenancy. They agreed that

they met at the rental unit and that the tenant returned keys at that time, but the landlord claimed to have inspected the unit with the tenant and that she had the written report in her hand at the time of the inspection and that the tenant refused to sign the document. The tenant claimed that this did not occur and that the landlord did not have any documents with her whatsoever. The landlord's witness could only recall the landlord having a cell phone with her at the time of the inspection. The condition inspection report was completed by the landlord and not signed by the tenant.

It is clear that the parties are in disagreement about the condition of the unit at the end of the tenancy, so in that respect, the condition inspection report has little probative value as even if the tenant had signed the report, he almost certainly would have signed in the area which indicated he did not agree with the report's contents. The only relevance the condition inspection report has in this case would be to allow me to determine whether either of the parties had extinguished their claim against the security deposit. I find insufficient evidence to show that the tenant extinguished his right to claim the return of the deposit and I have determined that it is not necessary for me to make a finding as to whether the landlord has extinguished her right to claim as such a finding would not preclude the claim before me. The landlord has not only claimed against the deposit, she has sought a monetary order and there is nothing in the Act which prevents the landlord from seeking an order against the tenant even if her right to claim against the deposit has been extinguished. Section 72(2)(b) of the Act permits me to apply a security deposit to the credit of the tenant any time I have made an order against the tenant in favour of the landlord regardless of whether the landlord's right to the deposit has been extinguished. Any finding on whether the landlord had extinguished her right to claim against the deposit would therefore be purely academic.

I address the respective claims of the parties and my findings around each as follows.

**Landlord's Claim**

*Cleaning.* The landlord seeks to recover $91.88 as the cost of cleaning the rental unit at the end of the tenancy. The landlord testified that in her view, the rental unit was not adequately cleaned at the end of the tenancy. She stated that the rental unit was immaculate when the tenancy began and she expected it to be returned in the same condition. The landlord provided photographs taken immediately after the condition inspection of the unit and at the tenant's request, was able to show him the electronic date stamp on the photographs. The landlord provided a copy of an invoice showing that she paid $91.88 to have the unit cleaned on April 24, 2015.

The landlord produced a witness, DT, who testified that he was present at the time the parties conducted the move-out condition inspection of the unit. He stated that he

observed that the unit was unclean and stated that the bathroom was unclean and there were stains in the bedding. He further testified that there was dust throughout the unit and that in his opinion, the unit was not professionally cleaned. On questioning, DT testified that the counters had been wiped, but not wiped clean and he overheard the landlord say at the time that the countertops were sticky.

The tenant testified that he had the unit professionally cleaned on April 22 and provided an invoice showing that he paid $157.34 for services performed on that date. The tenant also entered into evidence a videotape almost 2 minutes in duration in which he recorded the unit on April 23.

The landlord testified that on or about September 21, she telephoned the tenant's cleaning service to inquire about cleaning and was informed that the tenant "only wanted certain items cleaned". The conversation was held on a speaker phone and was witnessed by the landlord's witness, RS. RS testified that the person who answered the telephone for the cleaning service initially stated that she could not find the invoice and did not know which of her staff members had cleaned the suite. The landlord testified that at the end of the tenancy she asked the tenant for a copy of the invoice and he said he did not have it, which led her to believe the suite was not professionally cleaned.

The tenant submitted a copy of a letter written by the cleaning service in which the author stated that the "work order and services file were not accessed during the call, so this one sided conversation was strictly on memory recollection".

The *Residential Tenancy Act* (the "Act") establishes the following test which must be met in order for a party to succeed in a monetary claim.

1. Proof that the respondent failed to comply with the Act, Regulations or tenancy agreement;
2. Proof that the applicant suffered a compensable loss as a result of the respondent's action or inaction;
3. Proof of the value of that loss; and (where applicable)
4. Proof that the applicant took reasonable steps to minimize the loss.

Section 37(2) of the Act provides that tenants are obligated to leave the rental unit in reasonably clean and undamaged condition, except for reasonable wear and tear. The question I must answer is not whether the tenant had the unit professionally cleaned, but whether the cleaning, performed by either the tenant or the service, was adequate.

The landlord alleged that the unit was not reasonably clean and her photographs show closeups of various areas of the rental unit. I find that the photographs and the video show the same images, with the photographs being zoomed in on the item photographed thereby showing more detail. I accept that both the video and the photographs were taken on the same day. The landlord alleged that the tenant had manipulated the videotape, but as she has not viewed the videotape and offered no proof that this had taken place, I find that the videotape has not been altered.

The images provided by the landlord show that there were several areas of the rental unit which were not adequately cleaned. The tenant was responsible to move the appliances to clean beneath and behind them and I find that the tenant and his cleaning service failed to do this. I find that the blinds clearly needed cleaning and I find that the top of the bathroom garbage container was not adequately cleaned. I further find that the lint trap in the dryer should have been emptied and that the washing machine should have been wiped down. The landlord's photographs do not show any issue with the countertops in the kitchen or bathroom or that the bathroom fixtures were unclean. The landlord alleged that the oven was not cleaned, but in my view, her photograph shows that it was reasonably clean, although not immaculate. The tenant did not have the responsibility to leave the unit in immaculate condition. Although the tenant appears to have left some items behind, there is no evidence that the landlord had to pay to have those items removed and I therefore find that the landlord suffered no loss in that regard. The landlord alleged and the tenant acknowledged that the tenant failed to clean the curtains as is required by the tenancy agreement, but the landlord did not submit evidence showing that she paid any monies to have the curtains professionally cleaned and I therefore have not considered curtain cleaning in this decision.

I find that some additional cleaning was required to the areas described above and therefore the tenant breached his obligation under section 37(2) of the Act. However, the landlord paid for 3.5 hours of cleaning at a rate of $25.00 per hour and I find that this amount of cleaning brought the unit to an immaculate rather than a reasonably clean condition, which is beyond what the tenant was required to do. I find that an additional hour of cleaning was required and I award the landlord $25.00.

*Hydro arrears.* The parties agreed that the tenant owes $176.19 for hydro usage during the tenancy. As this amount is not in dispute, I award the landlord $176.19.

*Lock replacement.* The landlord seeks to recover $13.08 as the cost of replacing the locks at the end of the tenancy. The landlord acknowledged that the tenant returned keys to her, but claimed that the keys returned were not the keys to the rental unit. The tenant testified that he returned the keys to the unit.

The landlord has the burden of proving on the balance of probabilities that the tenant breached an obligation under the Act. Section 37(2)(b) requires the tenant to give to the landlord all keys in his possession. The tenant returned keys to the landlord and I find it very unlikely that he would return keys that were not the keys to the rental unit. The landlord provided no evidence to corroborate her claim that the tenant failed to return the proper keys and in the absence of such evidence, I find she has not proven that the tenant breached the Act. I dismiss the claim.

*Mattress replacement.* The landlord seeks to recover $399.84 as the cost of replacing the mattress at the end of the tenancy. The landlord provided several photographs showing minute detail of the mattress. She claimed the mattress was just 3 years old and in excellent condition. The landlord had the mattress evaluated by 2 cleaning companies and both provided an estimate to clean the mattress which stated that the springs had rusted and the cleaning could not address that issue. The landlord also testified that the bedframe was broken at the end of the tenancy and provided a photograph showing that one of the supports was bent sideways. The landlord provided an invoice for $399.84 showing that she replaced the mattress for that price. The tenant testified that the landlord insisted at the outset of the tenancy that he leave the mattress cover on at all times and he stated that he did so. He denied having caused any damage to the mattress and stated that he was not aware that the frame was broken.

The landlord must prove on the balance of probabilities that the tenant caused the damage alleged. The difficulty with the landlord's claim is that the tenancy lasted for just 8 months and rust does not develop overnight. The tenant who occupied the unit immediately prior to this tenancy used the same mattress and it is entirely possible that this party caused the mattress to become moist and from that exposure, rust developed during the course of this tenancy. While I accept that the mattress was damaged, I find that the landlord has not proven that the tenant caused the damage. Further, the landlord provided a mattress cover which she removed to take photographs and I am not persuaded that the tenant had an opportunity at the outset of the tenancy to view the mattress without the mattress cover, which would have allowed him to determine whether there was pre-existing damage. With respect to the frame, I am not persuaded that the supports were broken during this tenancy as from the photographs, it appears that they simply need to be placed back under the beams. I find that the landlord has not established her claim on the balance of probabilities and I dismiss the claim.

*Hardwood flooring replacement.* The landlord seeks to recover $393.75 as the estimated cost of replacing the hardwood floor in the bedroom at the end of the tenancy. The landlord provided photographs of the area beneath the bed showing that the hardwood was scratched near the areas where the rollers on the bottom of the bed met

the floor. The landlord theorized that the rollers came off of the small pieces of carpet on which they had been placed and scratched the floors. The landlord provided a copy of an estimate showing that it would cost $393.75 to replace the floor. She testified that she has not yet had the flooring replaced. The tenant denied that the rollers had come off the carpet pieces and denied any knowledge of the floors having been scratched.

I find it more likely than not that the rollers on the bed frame at some point came off of the small pieces of carpet and caused damage to the hardwood floors. I have arrived at this conclusion because the tenant did not allege that the damage in question existed prior to his tenancy and I am satisfied that the landlord's photographs were taken on the day of the tenant's departure. I find that the tenant breached his obligations under the Act by causing that damage and find that the damage goes beyond what may be characterized as reasonable wear and tear.

The landlord could have framed her claim in a number of ways. She could have claimed the cost of replacement, which I presume is the most expensive option, the cost of sanding the floors or the value of the depreciation of the floors. The landlord has not yet replaced the hardwood floor boards and has re-rented the unit with the floors in the same condition as they were at the end of this tenancy. Had the landlord actually replaced the floor, I would have awarded her that cost. However, she has not suffered any loss at this point and may continue to use the same floors for many years to come. For this reason, I find it appropriate to award her what I believe to be the depreciated value of the floors. I find that an award of $75.00 will adequately compensate the landlord for this damage and I award her that sum.

*Registered mail and photocopy costs.* The landlord seeks to recover $11.34 as the cost of sending documents to the tenant via registered letter and $45.00 as the cost of photocopying documents in preparation for this hearing. I dismiss this claim as under the Act, the only litigation-related expense I empowered to award is the cost of the filing fee paid to bring an application.

*Baseboard replacement.* The landlord seeks to recover $129.89 as the estimated cost of replacing baseboards in the rental unit. The landlord provided photographs showing that the baseboards near the toilet were discoloured at the end of the tenancy. The landlord testified that the baseboards had been removed but had not yet been replaced and she entered into evidence an estimate of $4.89 to purchase a new baseboard and her own estimate that it would cost an additional $125.00 to remove the old baseboard and install the new one. The landlord's witness DT testified that he saw that the baseboards in the bedroom were stained. The tenant denied having caused any damage to the baseboards.

I find it more likely than not that the tenant caused the damage to the baseboards and have arrived at this conclusion because the tenant did not allege that the damage in question existed prior to his tenancy and I am satisfied that the landlord's photographs were taken on the day of the tenant's departure. I find that the tenant breached his obligations under the Act by causing that damage and find that the damage goes beyond what may be characterized as reasonable wear and tear.

The landlord has already removed the affected baseboards and has apparently incurred no cost to do this as she did not provide an invoice showing the same. The landlord's estimate of the cost to remove and install the baseboard is her own estimate and she provided no evidence to show how she arrived at the $125.00 estimate. I am not satisfied that the landlord's estimate is accurate, particularly as it seems that it is a very small area that is affected. I find that an award of $40.00 will adequately compensate the landlord for both the replacement cost of the baseboards and the labour involved to install the baseboard and I award her that sum.

*Filing fee*. The landlord seeks to recover the $50.00 filing fee paid to bring her application. As she has enjoyed some success in her claim, I find she should recover this fee and I award her $50.00.

**Tenant's Claim**

*Loss of television.* The tenant seeks to recover $400.00 as the value of a television which was removed from the furnished rental unit by the landlord. This sum represents $50.00 per month for 8 months. The tenancy agreement shows that the rent included a 24" flat screen TV and the parties agreed that it was removed from the unit in the first month of the tenancy. The tenant claimed that the landlord removed the TV and told them that she had to sell it, but she promised to replace it at a later date. The tenant entered into evidence a copy of a letter written by him and sent to the landlord on November 14, 2014 (the "November 14 Letter"). In that letter, the tenant stated the following:

> … you should recognize that a television was a material term to our tenancy agreement in your furnished suite. You had told me in the first week of September that you needed to sell the TV and I stated that I did not need it anyway but you said you would replace it. It is the second week of November and you have told me you do not have a TV.

The landlord did not deny having received the November 14 Letter but testified that the tenant asked her to remove the TV. The landlord entered into evidence a letter dated

September 7, 2014 which she claimed she gave to the tenant but the tenant denied having received. The letter contains the following statement:

> This will confirm that you asked me to remove the television from the suite. If there are other items you do not require, please let me know.

I accept that the landlord received the November 14 Letter as she did not dispute having received it. Although the tenant claimed in the November 14 Letter that the TV was a material term of his tenancy agreement, this is clearly not the case. Residential Tenancy Policy Guideline #8 defines a material term as "a term that the parties both agree is so important that the most trivial breach of that term gives the other party the right to end the agreement." This is clearly not the situation with the TV as the tenant stated in the November 14 Letter that he did not need it anyway.

Although the provision of the TV is not a material term of the agreement, it is clearly something the landlord was required to provide. I am not persuaded that the tenant asked the landlord to remove the TV and it is likely that the landlord was in breach of her obligations under the tenancy agreement. However, in order to recover compensation, the tenant must prove that he suffered a loss. In the November 14 Letter the tenant did not ask the landlord to provide the TV; he merely reminded her that she was supposed to do so. I find that the tenant has not proven that he suffered any kind of loss as a result of not having the TV in the unit. I therefore find that he has not established all the elements of the test set out above and I dismiss this part of the claim.

*Restrictions on laundry.* The tenant seeks to recover $200.00 as the value of laundry services which he claims were restricted during the tenancy. This sum represents $25.00 per month for 8 months. The tenant claimed that the landlord repeatedly turned off the breakers which prevented the laundry machines from functioning. He testified that there were 2 occasions in which he had loaded his clothing into the machine and poured detergent in only to discover that the breakers had been turned off, forcing him to complete his laundry in the shower. He testified that this occurred throughout the tenancy and that the landlord continually insisted that he should establish a set schedule for doing laundry, which he was unable to agree to as his availability to do laundry at certain hours was uncertain. In the November 14 Letter, the tenant stated the following:

> We have spoken on numerous occasions about the laundry situation. I recognize that on the lease I agreed that I would do laundry once a week, although you had told me you would be alright with twice a week. I have only done laundry once a week. However, you turning off the breakers constantly, despite my repeated requests not to, has resulted in a major

> inconvenience for me and you cannot restrict this service. I do not have a set laundry schedule, and I do not need to have a set laundry schedule.

The landlord denied having turned off the breakers and said that the tenant had full access to laundry at all times. She denied that the tenant had ever contacted her about turning off breakers, but again, did not dispute having received the November 14 Letter.

The tenancy agreement provides that the washer and dryer are included in the rent and further provides as follows:

> Tenant says he will not need use of dishwasher, if he does need to use – once a week only (reproduced as written)

This is the only restriction on the use of appliances that is set out in the tenancy agreement. I find that the tenant was entitled to unrestricted access to laundry facilities. I have already found that the landlord received the November 14 Letter. The tenant complained about the landlord's restriction of laundry services in that letter and because the landlord apparently did not respond to the letter, which I would have expected had the letter contained falsehoods, I find it more likely than not that the landlord was turning off breakers in order to restrict the tenant's access to laundry facilities and thereby breached her obligations under the tenancy agreement. I find that the tenant suffered a loss as a result as he was required to continually check the machines to see when they could function and I find his estimate of $25.00 per month in compensation to be reasonable. I award the tenant $200.00.

*Loss of quiet enjoyment.* The tenant seeks to recover $800.00 for loss of quiet enjoyment of the rental unit caused by the landlord harassing him and restricting his ability to have overnight guests. This sum represents $100.00 per month for 8 months. The tenant testified that the landlord continually harassed him throughout the tenancy. He testified that he is a student and that as a result of the landlord's interference, it was nearly impossible for him to study at home. He testified that the landlord knocked on his door at least once each week with unfounded complaints. He further testified that on one occasion, the landlord opened his mail which he found out about when she slid the open letter under his door. He further testified that the landlord telephoned his mother on several occasions, insulting her and her son and accusing the tenant of lying.

The tenant's primary complaint is that the landlord harassed him about his guests and made them feel uncomfortable. The tenant testified that he had guests visit the unit approximately 5 times and had overnight guests only 2 times during the tenancy, but each time the landlord would complain. The tenant listed some of the statements the landlord made to him about his guests:

- I don't know what kind of people you are bringing here
- Tell me who is visiting
- When is she leaving
- This is my house and I deserve to know if she is going to be running in and out of here

The tenant testified that his guests felt uncomfortable visiting because the landlord would stare at them through the window. The tenant further testified that at the end of the tenancy, the landlord intentionally tried to embarrass him by telling his girlfriend that the tenant's mother paid his rent for him. The tenant entered into evidence letters from 2 of his guests in which they stated that the landlord asked them when they would be leaving, demanded their names and "yelled" at the tenant.

The landlord denied having opened the mail and denied having harassed the tenant in any way. She acknowledged that she told the tenant's girlfriend that his mother paid his rent, but indicated that she was entitled to do this because it was true.

Although the landlord denied having harassed the tenant, I find it more likely than not that the tenant's testimony is completely accurate. The landlord's behaviour during the in person hearing was overbearing, argumentative and disrespectful of the tenant. Although it would be prudent for the landlord to be courteous and respectful of her tenants, there is nothing in the Act which requires a landlord to act courteously as long as her rudeness or disrespect does not interfere with the ability of the tenant to enjoy using the property for the purpose for which it was intended.

I find that the landlord knocking on the door once a week to express dissatisfaction is not so frequent that it breached the Act. Although the landlord was not entitled to open the tenant's mail, I find it entirely possible that the tenant's letter could have been opened accidentally and I find that no breach of the Act has occurred. The landlord did not deny having telephoned the tenant's mother and although by any standard of social or business conduct it was inappropriate for her to do so, I am unable to find that she breached the Act by so doing.

I do, however, find that the landlord breached the Act with respect to imposing restrictions on the tenant's ability to have guests. The tenancy agreement provides as follows:

> No overnight guests during week/occasional weekend guest. Tenant to provide name of guest.

The tenant's right to quiet enjoyment is enshrined in section 28 of the Act:

**28** A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:

(a) reasonable privacy;

(b) freedom from unreasonable disturbance;

(c) exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 29 *[landlord's right to enter rental unit restricted]*;

(d) use of common areas for reasonable and lawful purposes, free from significant interference.

Part of having exclusive possession of a unit means that the tenant can use the unit for its intended purpose without having to ask the landlord's permission, which includes having guests as long as those guests do not cause damage or a disturbance. The landlord does not have the right to place limits on the tenant's ability to have guests in the unit, nor can she demand the names of guests. I find that the landlord's behaviour toward the tenant and toward the tenant's guests constituted a breach of the Act as she had no right to question their presence or demand that they identify themselves. I find that her behaviour prevented the tenant from using the rental unit as a home and thereby interfered with his exclusive possession of the unit.

The tenant testified that he had fewer guests during the tenancy as a result of the landlord's behaviour and it is not possible for me to determine how often he would have had guests had the landlord conducted herself in accordance with her obligations under the Act. I find that the tenant has suffered a loss, but it is difficult to quantify that loss. The tenant has claimed approximately 10% of his monthly rent in compensation but I am not persuaded that the degree of the disturbance warrants that significant an award. I find that an award of $50.00 per month of the tenancy will adequately compensate the tenant and I award him $400.00.

*Filing fee*. The tenant seeks to recover the $50.00 filing fee paid to bring his application. As he has enjoyed some success in his claim, I find he should recover this fee and I award him $50.00.

**Awards**

In summary, the parties have been successful as follows (I have credited the tenant with the security deposit as that sum is held in trust for his benefit):

| Landlord | | Tenant | |
|---|---|---|---|
| Cleaning | $ 25.00 | Security deposit | $ 525.00 |
| Hydro arrears | $176.19 | Restrictions on laundry | $ 200.00 |
| Hardwood depreciation | $ 75.00 | Loss of quiet enjoyment | $ 400.00 |
| Baseboard replacement | $ 40.00 | | |
| Filing fee | $ 50.00 | Filing fee | $ 50.00 |
| **Total:** | **$366.19** | **Total:** | **$1,175.00** |

The landlord has been awarded $366.19 and the tenant has been awarded $1,175.00. Setting off these awards as against each other leaves a balance of $808.81 owing by the landlord to the tenant. I grant the tenant a monetary order under section 67 for this sum. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord has been awarded $366.19 and the tenant has been awarded $1,175.00. The tenant is granted a monetary order for $808.81 which represents the balance after set off.

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 16, 2015

Residential Tenancy Branch