



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL –S, MNDCL –S, FFL

Introduction

This proceeding dealt with a landlord's application, as amended, for a Monetary Order for damage to the rental unit; other damages or loss under the Act, regulations or tenancy agreement; and, authorization to retain the tenants' security deposit and pet damage deposit. Both parties appeared or were represented at the hearing and had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

The hearing was held by way of two teleconference calls and final arguments by written submissions of both parties. Interim Decisions were issued after the first and second hearing dates and should be read in conjunction with this decision.

As provided in the second Interim Decision I ordered the parties to provide their written submissions to each other and me by certain deadlines. I have received the parties' respective written submissions and I am satisfied that the parties served a copy of their submission to the other party. Accordingly, I have admitted and considered the written submissions. It is important to point out; however, that I will not consider any new evidence as the parties were expressly instructed to not do so with their final submissions.

It should also be noted that I was provided a vast amount of evidence for this proceeding, by both parties, including documentation, photographs, video and verbal testimony. All of the evidence has been admitted and considered; however, with a view to brevity in writing this decision I have only summarized the parties' respective positions and referenced the most relevant evidence.

Issue(s) to be Decided

1. Have the landlords established an entitlement to compensation from the tenants in the amounts claimed, as amended?

2. Are the landlord authorized to retain the tenants' security deposit and pet damage deposit?

Background and Evidence

The month to month tenancy started on July 6, 2016. The tenants paid a security deposit of \$1,250.00 and a pet damage deposit of \$1,250.00. The tenants were required to pay rent of \$2,500.00 on the first day of every month. The landlords served the tenants with a *2 Month Notice to End Tenancy for Landlord's Use of Property* and the tenancy ended on October 31, 2017.

The parties completed a move-in inspection report at the start of the tenancy and a move-out inspection report was completed together at the end of the tenancy. The tenant indicated on the report that he agreed with the landlord's assessment of the condition of the property at the time of the move-in and move-out inspection. However, the landlords allege further damage and cleaning and seek compensation for damage and cleaning not identified on the move-out inspection report. The landlords explained that they determined there was pet urine was on the carpeting and the heating ducts were stuffed with trash after the move-out inspection because it was not readily apparent during the move-out inspection. The landlords also claimed that the unit was so dirty that other damage was not apparent at the time of the move-out inspection. The tenant objected to the additional cleaning and damage assertions that were not noted on the move-out inspection report.

Below, I have summarized the landlords' claims against the tenants and the tenants' responses.

Unpaid water bills

The landlords seek to recover a total of \$172.88, as amended during the hearing, for unpaid water bills to the end of the tenancy. The tenant was agreeable to paying this amount.

Yard clean up

The landlords seek \$705.60 to clean the yard and driveway of car parts, oil cans, oil stains, garbage and dog feces. The landlords had a quote provided by way of a text message for \$230.00 for cleaning the driveway and \$400.00 for the rest of the clean-up. The landlords testified that a yard maintenance contractor performed approximately one-half of the required work in the fall of 2017 and the landlords did the rest of the work over time. The landlords provided an invoice for the work performed by the contractor for the amount of \$360.00.

The tenant was agreeable to compensating the landlords \$360.00 that they paid to the contractor. The tenant pointed out that the invoice indicates the driveway was power washed, and the leaves and garbage was removed by the contractor so the tenant doubts there were other things the landlords had to do for which the tenants are responsible.

New laminate flooring material

The landlords seek \$2,383.56 to purchase new laminate flooring material for the rental unit. The landlords submitted that the carpeting had been in good condition when they purchased the house in 2016 but that the carpeting was damaged by pet urine during the tenancy. The landlords stated that they determined there was urine stains in the carpeting after the move-out inspection was performed. The landlords testified that they had detected a slight odour of urine at the move-out inspection but the windows were open. When the landlords returned to the property after the windows were closed the odour was much stronger. The landlords proceeded to inspect the carpeting with an ultraviolet ("uv") light which revealed several stains the landlords believe to be urine.

The landlords determined that new laminate and new carpeting cost approximately the same amount but the landlords decided to install laminate as it is less susceptible to pet urine damage. The landlords acknowledged that after the rental unit was repaired/renovated they moved into the unit.

The tenant claimed that their cat was not permitted to go downstairs and the doors were closed to keep the cat out of the bedrooms. Another room was used only for storage. Also, the carpets were not cleaned when the tenancy started. Nevertheless, the tenant had agreed to pay for carpet cleaning during the move-out inspection. The tenant pointed out that the landlords went ahead and just replaced the carpeting without determining whether carpet cleaning would have been effective.

The tenant was of the position the former occupants had pets and the tenants are not responsible for previous damage; also, most of the carpeting was at least 8 years old and some carpeting was much older than that given it was blue shag; and, some of the carpeting lacked underlay.

The tenant was of the position the carpets required replacement due to their age, wear and tear over several years, and the landlords updating the house so they could enjoy it for their own use.

Pet odour: air fresheners, sealant and supplies

The landlords submitted that in order to work in the rental unit after the tenancy ended they had to purchase air fresheners to make the urine odour less noticeable. The landlords also had to apply sealant the subfloor under the carpet because of the pet urine.

The tenant denies that their cat urinated on the floor and the landlords did not attempt to clean the carpeting before deciding to replace it.

Cleaning

The landlords described the rental unit as being very dirty, including the kitchen and bathrooms, there were layers of dust and pet hair; plus, the landlords washed all the walls and ceilings in an attempt to rid the house of the smell of urine. The landlords obtained a quote by way of a text message purportedly from a cleaning company to clean the house for \$1,050.00 but the landlords acknowledged they did the cleaning themselves. The landlords submitted that the two of them cleaned for 45 hours each.

The tenant acknowledged that some additional cleaning was required but was of the position the landlord's claim is excessive and the landlords' text message is insufficient proof of the landlord's loss of \$1,050.00. The tenant was agreeable to compensating the landlords one-half of the amount claimed, or \$525.00.

Replacement window coverings

The landlords submitted that several curtains were damaged by the tenant's cat scratching them, and cat hair. The landlords tried cleaning the curtains but ended up replacing the curtains with blinds because it is more economical to install blinds. The landlords purchased several blinds from a large home improvement retailer and seek to recover the cost of the new blinds, but not the labour to install them. The landlord provided a print-out from an online order as proof of the loss.

The tenant acknowledged that the cat did damage a curtain in the living room but pointed out the curtains were older and not in great shape. The blinds in the "garage room" were older and sun damaged already; however, the tenant acknowledged the patio door window covering required cleaning. As such, the tenant was agreeable to paying for one-half of the landlord's claim for damaged window coverings but not the entire replacement cost for new blinds.

I reviewed the online order form that indicated several blinds were ordered with the landlords during the hearing to determine which charges belonged to blinds for certain windows. I heard from the landlords that the garage room had a patio door, two big windows and a small window that had blinds replaced. The living room window had one big window and two smaller side windows that had curtains that were replaced with blinds. The tenant was agreeable to paying 50% of the patio blind and the large living room window blind.

Flooring removal and installation; and, repair of wall damage

The landlords obtained an estimate from a neighbor to remove the carpeting and underlay, install the laminate, repair the cat scratch damage to the wall, water damage to the bathroom baseboard and damage to the bathroom tub surround wall in the total amount of \$2,120.00. The landlords stated that the neighbor did some of the work (carpet removal and cleaning floors) for which they paid him \$720.00 and the landlords did the rest of the work. The landlords are of the position all of this damage is attributable to the tenants and the landlords seek compensation of \$2,120.00 from the tenants.

The tenant was of the position they are not responsible for installing new flooring in the rental unit for reasons provided previously. The tenant was of the position the downstairs bathroom suffered from moisture damage due to the inappropriate material applied to the walls and the upstairs bathroom was only listed as being dirty on the move-out inspection report. The tenant acknowledged responsibility for cat scratches to the wall at the top of the stairs and was agreeable to a charge of \$150.00 for this damage.

The tenant expressed reservation about the estimate provided by the neighbor since there the tenants and the neighbor had an acrimonious relationship, and there was no receipt provided or tax charged. The landlords stated that they had met the neighbour prior to this tenancy and they were on good terms with the neighbor so when he was able to help repair the property they enlisted his services.

Loss of use

The landlords ended the tenancy for landlord's use of property as it was their intention to move into the rental unit as their residence. The landlords owed a second property and had to stay at the other property while cleaning and repairing the rental unit since it was not left in a condition suitable for occupation. Since the landlords had to continue to use their other property they lost out on the opportunity to use the rental unit and rent out their other property. The landlords seek compensation of \$1,250.00 which they calculate as one-half of the monthly rent for the rental unit. The landlords rented their other property starting January 1, 2018 for \$1,200.00 plus utilities.

The tenant was not agreeable to this claim, taking the position that the landlords were essentially renovating the rental unit for their own use and that it would be unreasonable to expect to be able to move in right after the tenancy ended and do the updating they desired.

Duct cleaning

The landlords submitted that after the tenancy ended they found the ducts full of trash, not dust and small debris that would be expected in ducts. The trash found in the ducts included food,

dog feces and baseballs. The landlords did not discover the trash until they turned on the furnace and noticed there was no hot air coming through and there was a weird sound. The landlords had the system inspected by a home heating company which found the trash in the ducts. The landlords removed as much of the trash as they could and then had the ducts professionally cleaned in the amount of \$334.95. The landlords seek to hold the tenants responsible to pay for the duct cleaning.

The tenant was not agreeable to paying for the duct cleaning. The tenant denied any knowledge of trash being introduced into the ducts during the tenancy and pointed out that the ducts were not cleaned prior to the tenancy or inspected during the move-in inspection. Also, during the tenancy they had complained about the lack of air flow through the heating ducts.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. Awards for compensation are provided in section 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.

As the applicants, the landlords in the case bear the burden of proof. The burden of proof is based on the balance of probabilities. As stated above, the burden of proof is based on the balance of probabilities. It is important to note that where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails.

Also of consideration is that awards for damages are intended to be restorative. Where a fixture, appliance or other building element is so damaged it requires replacement, it is usually appropriate to reduce the replacement cost by the depreciation of the original item. In order to estimate depreciation of the replaced item, where necessary, I have referred to normal useful life of the item as provided in Residential Tenancy Policy Guideline 40: *Useful Life of Building Elements*.

Also of significance in making this decision is section 21 of the Residential Tenancy Regulations. Section 21 provides that "in dispute resolution proceedings, a condition inspection report completed in accordance with this Part is evidence of the state of repair and condition of

the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.”

In this case, I accept the move-in inspection report is the best evidence as to the condition of the property at the start of the tenancy as there is not a preponderance of evidence that contradicts it.

As for the move-out inspection report, the tenant signed the report in the space provided to agree with the landlord’s assessment of the property. The landlords had described the following issues at the end of the tenancy for which the tenants were responsible: “cleaning, garbage disposal, cat damage, outstanding water bill, tenant will bring new light bulbs. Estimate the cleaning and yard to be provided by the landlord.” As for the cleaning, there are specific notations that cleaning was required in the kitchen and both bathrooms; the carpets required cleaning, the exterior windows required cleaning, and the yard/outside needed cleaning. As for cat damage, there is specific notation that there were cat scratches to the wall in the stairway.

The landlords pointed to two issues the landlords claim were not identified at the time of the move-out inspection: trash in the ducts because it was not visible at the move-out inspection and pet urine on the carpeting because the windows were open. As such, I accept the move-out inspection report is the best evidence as to the condition of the rental unit at the end of the tenancy with respect to all areas except the ducts and carpeting which I will further analyze in the applicable sections below.

Upon consideration of everything before me, I provide the following findings and reasons.

Unpaid water bills

The tenant was in agreement with this claim and I award the landlords the amount requested of \$172.88.

Yard clean up

The addendum to the tenancy agreement provides that the tenants were responsible for yard maintenance. The term is not specific as to what is meant by maintenance, and I refer to Residential Tenancy Policy Guideline 1. The policy guideline provides that a tenant with exclusive use of a yard is responsible for routine yard care such as grass cutting. I interpret routine yard maintenance to include grass cutting, leaf raking, removal of pet waste and garbage in the yard.

The tenant acknowledged responsibility for compensating the landlords for the cleaning of the driveway of oil stains, removal of trash and removal of leaves as invoiced by the yard care contractor in the amount of \$360.00. However, the landlords sought additional compensation the tenant was not agreeable to pay.

The landlords claim they did work on the driveway and yard in addition to the work performed and invoiced by the yard care contractor and they want to be compensated for their time. While a landlord's labour is compensatory where a landlord performs cleaning or repair the tenant should have, the landlords base their claim for compensation on a text message sent by an unidentified person or company for \$630.00. The landlords then applied taxes to \$630.00 in arriving at their claim of \$705.60.

I find I am satisfied the landlords likely spent time removing the dog feces from the lawn as they provided photographs of dog feces in the yard and the yard care contractor did not indicate he performed this task. Accordingly, I find it appropriate to award the landlords compensation for this task which I approximate to be \$40.00.

As far as the landlords claim that they had to power wash the driveway a second time in the spring, I find this claim is not sufficiently substantiated or attributed to the tenants based on the evidence before me. There is no comment or indication on the yard care company's invoice that further power washing was recommended or needed. Nor, did the landlords provide photographs to show the condition of the driveway after the yard care company power washed the driveway.

In light of the above, I award the landlords the sum of the yard care company invoice, plus \$40.00 for dog feces removal, for a total award of \$400.00.

Flooring replacement

The landlords had claimed for various components related to flooring replacement and I have grouped them together for purposes of analyzing whether the tenants are responsible to compensate the landlords for carpet replacement.

Section 32 of the Act provides that a tenant is required to repair damage caused to the rental unit or residential property by their actions or neglect, or those of persons permitted on the property by the tenant. Section 37 of the Act requires the tenant to leave the rental unit undamaged at the end of the tenancy. However, sections 32 and 37 provide that reasonable wear and tear is not considered damage. Accordingly, a landlord may pursue a tenant for damage caused by the tenant or a person permitted on the property by the tenant due to their actions or neglect, but a landlord may not pursue a tenant for reasonable wear and tear or pre-existing damage.

After the tenancy ended the landlords removed the carpets in the bedrooms and installed laminate flooring. The parties were in dispute as to whether the carpets were damaged during the tenancy by the tenants' pet(s) urinating on the carpets.

The move-out inspection does not indicate there was an issue with pet urine or stains on the carpets, but there was agreement that the carpets needed cleaning. The landlords explained that the odour became noticeable after the move-out inspection was completed and the windows in the rental unit closed. I accept that having windows open prior to and during a move-out inspection would dilute the odour of urine and that the smell would be noticeable after the windows were closed if the carpets were soiled with urine.

The landlords' provided evidence to demonstrate the carpets were subject to a substance that is likely biological, as evidenced by the UV light; however, the tenant denies that his pets urinated on the carpets and pointed out that the carpets were older and the previous occupants had or may have had pets. The landlords also provided numerous pictures of the subfloor after the carpeting was removed. In some photographs I see what appear to be liquid stains, although the source of the liquid is unclear, and in other photographs I am unable to see liquid stains on the subfloor. However, when I consider that the landlords also purchased air fresheners and floor sealant after the tenancy ended I find on the balance of probabilities that the tenants' pet(s) did urinate on the carpets to some extent.

What I also noticed in the photographs was that the carpeting in the basement appears to be very old, as pointed out by the tenant, as evidenced by the deep pile carved carpet that was popular decades ago. The upstairs carpeting appears to be a more modern "Berber" look although its age is unknown according to the landlords.

Residential Tenancy Policy Guideline 40 provides that carpeting has an average useful life of 10 years. Considering the basement carpeting appears to be well over 10 years old, the upstairs carpeting was of an unknown age but in decent condition at the start of the tenancy, I find the landlords' request to recover 100% of the carpet replacement cost from the tenants to be unreasonable. Also, of consideration is that the landlords were removing into the property that had been occupied by the previous owners and then turned into a rental property and I accept the tenant's position that it is likely the landlords were renovating the property to suit their needs and taste.

In light of the above, I deny the landlords claim for full replacement cost of the flooring but in recognition the tenants pets likely soiled the carpeting I find it appropriate to provide the landlords a partial award. I award the landlords the cost of the air fresheners (\$88.04), floor sealant (\$381.90), and a nominal award for the upstairs carpeting that may have been removed prematurely due to pet urine in the amount of \$250.00 for a total award of \$719.94.

Cleaning

Section 37 of the Act requires a tenant to leave a rental unit reasonably clean at the end of the tenancy.

The landlords allege that the rental unit was left very dirty in many places; however, the move-out inspection report shows that additional cleaning was limited to: the kitchen and both bathrooms, the carpeting, the exterior windows and the yard/outside. I have dealt with the carpeting and the yard care in previous sections of my analysis. With respect to cleaning the exterior of windows, Residential Tenancy Policy Guideline 1 provides that exterior window cleaning is a landlord responsibility. Accordingly, I hold the tenants responsible for cleaning the kitchen and both bathrooms in this section.

The landlords performed the cleaning themselves and seek compensation of \$1,050.00 based on a quote of \$900.00 to \$1,000.00 for 30 to 35 hours that was provided via text message purportedly from a house cleaner. The tenant was of the position the claim is excessive and was agreeable to paying 50% of the landlords claim, or \$525.00.

I find the tenant's offer is the more reasonable award in this case when I consider the move-out inspection only identifies three rooms (the kitchen and both bathrooms) as requiring cleaning. Further, an award of \$525.00 provides the landlords with compensation of 21 hours @ \$25.00 per hour and I find that amount of time is sufficient to clean a kitchen and two bedrooms.

Window coverings

The parties were in dispute as to how many window coverings were damaged during the tenancy and the amount of compensation sought by the landlords. The move-out inspection report does not indicate there is any damage to the window coverings. The landlords provided one photograph of a curtain panel that purportedly shows scratches and pet hair; however, I only see signs of pet hair.

The document provided to support the amount claimed is a screen shot of ordering several blinds online. The document does not demonstrate the landlords actually proceeded to purchase these blinds. However, the tenant was agreeable to paying one-half of some of the blinds in acknowledging there was damage to two window coverings but that the blinds were also old and sun damaged in the garage room.

Also of consideration is that policy guideline 40 provides that window coverings have an average useful life of 10 years and the age of the window coverings in the rental unit was unknown. The tenant asserted that the blinds in the garage room were especially older and sun damaged and I accept that to be the case in the absence of any photographs of those blinds from the landlords.

Considering the move-out inspection report does not indicate damage and the landlords are seeking 100% of the cost to replace older window coverings, I find the landlords claim is unreasonable. I find the tenant's offer to partially compensate the landlord more than fair when compared to the evidence offered by the landlords. Therefore, I award the landlords 50% of \$43.94 and \$74.97 as offered by the tenant, or \$60.00 (rounded).

Wall repairs

The landlords seek to hold the tenants responsible for wall scratches caused by the tenants' cat and other damage caused to the bathroom wall and baseboard. The landlords provided an estimate that provided for a total amount for various tasks including an estimate of \$150.00 to repair the cat scratches on the wall. The tenant was agreeable to paying the landlords \$150.00 for the cat scratch damage, which also appears on the move-out inspection report, and I award the landlords that sum.

There is no dispute that there were repairs needed at the property; however, repairs ought to be expected by landlords considering building elements age and deteriorate with use and aging. The tenant also provided evidence that the rental unit had other repair issues including a leaking roof.

The landlords claimed against the tenants for damage to the downstairs bathroom tub surround walls. The tenant was not agreeable, claiming it was not damage caused by the tenants. When I look at the move-out inspection report there is no indication of damage to the bathroom wall noted and I reject the landlord's assertion that damage was not visible due to the rental unit being dirty. There is a photograph of damage to the bathroom tub surround that is very visible despite the grime where the tub and wall meet. I find the cause of the wall damage unclear to me; however, it is apparent that the tub surround wall is old and the surface material is of inferior "do-it-yourself" type of application. Therefore, I find I am unsatisfied the tenants are responsible to pay for repairing the bathroom tub surround wall.

The landlords also claimed a repair to a baseboard in the upstairs bathroom. The tenant was not agreeable with this claim and the move-out inspection report does not indicate any damage to the baseboard in the bathroom. Also, the photographs of the upstairs bathroom depict a very old and outdated bathroom but not of the alleged damaged baseboard. Therefore, I am unsatisfied that the tenants are responsible for repairing the baseboard in the upstairs bathroom.

Loss of use

The landlords claim they were unable to use the rental unit due to the condition it was left by the tenants. Based on the above findings, the tenants are responsible for cleaning the kitchen and bathrooms, some yard maintenance, cat scratches to one wall, and limited responsible for flooring damage. However, I also see evidence of an older out-dated rental unit due for repairs and updating. I find it plausible, as the tenant pointed out, that the landlords also renovated the rental unit for their own use and it is not uncommon for an owner to reside elsewhere while renovations take place. Therefore, I find the landlords claim for loss of use of the rental unit for the equivalent of one-half of a month to be excessive in comparison to the repairs and cleaning the tenants are responsible for and I deny the landlords' claim for loss of use.

Duct cleaning

The landlords provided a receipt to demonstrate the HVAC system was power-vacuumed in January 2018. The parties were in dispute as to which party is responsible to pay such an expense.

Residential Tenancy Policy Guideline¹ provides that a landlord is responsible to service a furnace annually in the absence of a manufacturer's specification and the landlord is responsible to clean ducts as necessary. Accordingly, a landlord ought to expect to clean the heating ducting at periodic intervals.

The landlords assert that the need to power vac the ducts was due to garbage being placed in the ducts. The landlords allege the tenants did that during their tenancy. The tenant denied doing so and pointed out that there were issues with lack of air flow from the system during the tenancy.

The landlord did not provide any evidence to demonstrate the landlord had the ducts cleaned at any time since purchasing the property in 2016. The invoice for the power vac company does not indicate any garbage was pulled from the ducts during the power vac process. Accordingly, I make no award for power-vacuumping the ducts as they were likely due for vacuuming given the amount of time since the last time they were cleaned and considering renovations had since been undertaken.

The landlords provided photographs and a receipt from the heating company to demonstrate that trash was found in the ducts and it appears that the landlords were able to retrieve the items in the ducts since trash was not noted by the power vac company. Considering the tenants presented evidence that they felt victimized upon receiving a 2 Month Notice to End Tenancy that they believed to be retaliatory, and the trash included food which would have created an odour if it had been introduced into the ducts a long time prior, I find on the balance of probabilities that the trash was introduced into the ducts during the tenancy. Accordingly, I find it appropriate to award the landlords compensation for their time to remove the trash from the ducts. I am uncertain as to how much time this took so I provide the landlords with a nominal award of \$50.00.

Filing fee

The landlords were partially successful in their claims against the tenants and I award the landlords recovery of one-half of the filing fee they paid for this application, or \$50.00.

Security Deposit and Pet Damage Deposit

I authorize the landlords to deduct the amounts awarded to the landlords with this decision from tenants' security deposit and pet damage deposit. Pursuant to Residential Tenancy Policy Guideline 17: *Security Deposits and Set-Off*, I order the landlords to return the balance of the deposits to the tenants without delay.

Monetary Order for tenants

In keeping with all of the findings, awards and authorization provided above, I provide the tenants with a Monetary Order to ensure the landlords return the balance of the deposits in the amount calculated below:

Security deposit and pet damage deposit		\$2,500.00
Less authorized deductions for:		
Water bills	\$172.88	
Yard maintenance	400.00	
Flooring damage	719.94	
Cleaning	525.00	
Window covering damage	60.00	
Wall damage	150.00	
Duct cleaning	50.00	
Filing fee	<u>50.00</u>	
Total award to landlords		<u>(2,127.82)</u>
Balance owed to tenants		\$ 372.18

Conclusion

The landlords were partially successful and have been awarded compensation totalling \$2,127.82. The landlords are authorized to deduct this sum from the tenants' security deposit and pet damage deposit and the landlords are ordered to return the balance of the tenants' deposits in the amount of \$372.18 to the tenants without delay. The tenants are provided a Monetary Order in the amount of \$372.18 to serve and enforce upon the landlords if necessary.

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 24, 2018

Residential Tenancy Branch