Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDL-S, MNDSD, FFL, FFT

Introduction

A hearing was convened on December 10, 2018 in response to cross applications.

The Landlord filed an Application for Dispute Resolution in which the Landlord applied for a monetary Order for damage to the unit, to keep all or part of the security deposit, and to recover the fee for filing an Application for Dispute Resolution.

The Tenant filed an Application for Dispute Resolution in which the Tenant applied for the return of the security deposit and to recover the fee for filing an Application for Dispute Resolution.

The Landlord stated that the Application for Dispute Resolution and the Notice of Hearing, were sent to the Tenant, via registered mail, although he cannot recall the date of service. The Tenant acknowledged receipt of these documents.

The Tenant stated that on November 06, 2018 the Application for Dispute Resolution and the Notice of Hearing, were sent to the Landlord, via registered mail. The Landlord acknowledged receipt of these documents.

The Landlord submitted evidence to the Residential Tenancy Branch on August 10, 2018. August 11, 2018, August 14, 2018, November 22, 2018, and December 03, 2018. The Landlord stated that this evidence was sent to the Tenant, via registered mail, on the day it was submitted to the Residential Tenancy Branch, or shortly thereafter. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

On November 07, 2018 the Tenant submitted documents to the Residential Tenancy Branch. The Tenant stated these documents were to the Landlord, via registered mail, on November 07, 2018. The Landlord acknowledged receiving these documents and they were accepted as evidence for these proceedings.

The hearing on December 10, 2018 was adjourned as there was insufficient time to conclude the hearing on that date. The hearing was reconvened on April 08, 2019 and was concluded on that date.

At the hearing on April 08, 2019 the Tenant stated that a USB device was served to the Landlord with the aforementioned documents. The Landlord stated that he did not receive this evidence. The Tenant was advised that I could not accept the USB device as evidence, as the Landlord did not acknowledge receipt of it. The Tenant declined the opportunity for an adjournment for the purposes of re-serving the USB device and she stated that she understood the USB would not, therefore, be considered as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The parties were advised of their legal obligation to speak the truth during these proceedings.

All of the evidence submitted by the parties has been reviewed, but is only referenced in this written decision if it is directly relevant to my decision.

Preliminary Matter

With the consent of both parties, the Tenant's Application for Dispute Resolution was amended to reflect the correct spelling of the Landlord's name, as provided at the hearing.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit?
Should the security deposit be retained by the Landlord or returned to the Tenant?

Background and Evidence

The Landlord and the Tenant agree that:

- the tenancy began on May 01, 2017;

- the Tenant and a co-tenant entered into a tenancy agreement with the previous owner of the rental unit;
- a condition inspection report was not completed at the start of this tenancy;
- the Landlord purchased the rental unit in January of 2018;
- after the rental unit was purchased the tenancy continued under the terms and conditions of the original tenancy agreement;
- the Tenant and co-tenant agreed to pay rent of $2,800.00 by the first day of each month;
- a security deposit of $1,400.00 was paid;
- on June 22, 2018 the Tenant sent the Landlord notice, via email, of their intent to vacate the rental unit, effective August 01, 2018;
- the Landlord responded to that email and acknowledged receipt of the notice to end tenancy;
- the rental unit was vacated on July 31, 2018;
- the Landlord and the Tenant agreed to meet on July 31, 2018 for the purposes of completing a final inspection of the rental unit;
- the Landlord and the Tenant met on July 31, 2018 for the purposes of inspecting the rental unit;
- the Landlord did not complete a condition inspection report in the presence of the Tenant on July 31, 2018;
- the Landlord completed a condition inspection report sometime after the Tenant left the rental unit on July 31, 2018;
- on August 08, 2018 the Landlord provided the Tenant with a copy of the final condition inspection report he had completed;
- on July 11, 2018 the Tenant sent the Landlord an email with an attachment, in which she provided her forwarding address;
- on August 07, 2018 the Landlord informed the Tenant, via email, that he did not open the attachment in which the forwarding address was provided;
- on August 07, 2018 the Tenant provided her forwarding address to the Landlord, via email;
- the Landlord was not given written authority to retain any portion of the security deposit; and
- the Landlord still holds the security deposit.

The Landlord is seeking compensation for repairing a light in the storage area of the rental unit. The Landlord and the Tenant agree that the light was not working at the end of the tenancy.

The Tenant stated that the light stopped working sometime during the tenancy; that she replaced the light bulb; and that the light did not work even after she replaced the light bulb. She stated that she does not know why the light stooped working.

The Landlord stated that he does not know why the light stopped working and that he has not yet had the light inspected by an electrician.

The Witness #1 stated that she is a realtor and that she viewed the unit with the Landlord on December 10, 2017, at which time the light in the storage area was working. The Witness #2 stated that he was the landlord who initially rented this unit to the Tenant and that when he rented the unit the light in the storage area was working properly.

The Landlord is seeking compensation for repairing a damaged shelf in the refrigerator.

The Landlord and the Tenant agree that a small shelf in the refrigerator was damaged sometime after the start of this tenancy.

The Tenant stated that the shelf has been somewhat fragile throughout her tenancy but that it did not fall off the door of the refrigerator until the Landlord opened the door during the final inspection on July 31, 2018. The Landlord stated that he opened the refrigerator on July 31, 2018 and the shelf fell away from the door.

The Landlord submitted an estimate for repairing the refrigerator shelf, which includes a $245.00 service fee plus the cost of the shelf.

The Witness #1, who viewed the rental unit on December 10, 2017 in her capacity as a realtor, stated that when she viewed the interior of the refrigerator she did not notice any damage. The Witness #2, who is the original landlord, stated that when he rented this unit to the Tenant the interior of the refrigerator was not damaged.

The Landlord is seeking compensation for repairing damaged walls and door trim.

The Landlord submitted photographs of damage to the entry door frame and other areas of the walls. The Tenant agrees that these photographs accurately reflect the condition of the walls near the front entry at the end of the tenancy.

The Tenant contends that the damage to the walls depicted in the Landlord's photographs were present at the start of the tenancy. The Landlord stated that the damage to the walls and entry area were not present when he inspected the unit on January 20, 2018.
Witness #1, who viewed the rental unit on December 10, 2017 in her capacity as a realtor, stated that when she viewed the rental unit the walls, front door frame, and

baseboards in the living room and bedrooms were not damaged. Witness #2, who is the original landlord, stated that when he rented this unit to the Tenant the walls, front door frame, and baseboards in the living room and bedrooms were not damaged.

The Tenant noted that when Witness #1 viewed the unit on December 10, 2017 there was furniture in the unit and it was not well lit, so she may not have been able to see all the damage to the walls and door frame.

The Landlord stated that he was informed by the original landlord that when this tenancy began the Tenant was provided with a copy of a condition inspection report, dated April 29, 2017. This was a condition inspection report completed by the original landlord and the previous tenant. The Witness #2, who is the original landlord, stated that he provided this report to the Tenant and she agreed it reflected the condition of the rental unit at the start of their tenancy. This report indicates that when the unit was inspected the only damage to the walls in the living room and entry were a few small holes.

The Tenant stated that she was not provided with a copy of the report dated April 29, 2017 until it was provided to her as evidence for these proceedings and she did not agree that it represented the condition of the rental unit at the start of the tenancy.

The Landlord and the Tenant agree that the Tenant partially completed a condition inspection report after the Landlord purchased the rental unit. The report is dated January 20, 2018, although the Tenant is not certain that she completed it on that date.

The Landlord contends that the Tenant signed this report. The Tenant contends that she did not sign this report. The report, which was submitted in evidence, does not appear to be signed by the Tenant, although her name is written on it at section “Y”.

The Landlord contends that the Tenant provided her with a copy of the report, dated January 20, 2018. The Tenant stated that she did not provide the Landlord with a copy of the report. She stated that she inadvertently left a copy of the report in the rental unit at the end of the tenancy, which she presumes is how the Landlord received the report.

The Tenant agrees that the report did not disclose damage to the frame around the front door, although it noted a damaged closet door in the entry and a “scuff behind the door” on the wall in the entry. The Tenant stated that the report was not well done.

The Landlord is seeking compensation for repairing the floor. The Landlord submitted photographs of scratches on the floor in the living room and storage area.

The Tenant stated that she does not know if those scratches were present at the start of the tenancy and she does not recall those scratches occurring during the tenancy.

The Landlord stated that the scratches are not noted on the condition inspection report the Tenant completed after the Landlord purchased the rental unit so he assumes the scratches occurred sometime after that report was completed.

Witness #1, who viewed the rental unit on December 10, 2017 in her capacity as a realtor, stated that when she viewed the rental unit the floors were not scratched. Witness #2, who is the original landlord, stated that when he rented this unit to the Tenant the floors were not scratched.

Witness #2 stated that when the Tenant moved into the rental unit the previous tenant had not cleaned or fully vacated the unit. He stated that he was not present when the Tenant and the Landlord created an inspection report.

Witness #1 stated that:

- she was not present when a condition inspection report was completed for the unit;
- she was not present when the Tenant examined any damage to the unit;
- she was in the rental unit again in March of 2018 at which time she noted the condition of the rental unit had deteriorated;
- she did not take photos in March of 2018; and
- she did not make a report on the condition of the unit in March of 2018.

The Landlord is seeking compensation for cleaning the rental unit, which he contends required cleaning at the end of the tenancy. The Landlord submitted photographs of the rental unit which he contends show that the rental unit required cleaning at the end of the tenancy. He stated that these photographs were taken on July 31, 2018, while the Tenant was in the rental unit.

The Tenant stated that she was not aware the Landlord was photographing the unit on July 31, 2018. She contends that the rental unit was left in clean condition; that she spent an extensive amount of time cleaning the unit prior to the end of the tenancy; and that she had it professionally cleaned at the end of the tenancy.

The Landlord submitted photographs of a door frame which appears to be in need of cleaning. The Tenant stated that she is not certain but she believes the photographs represent the condition of her door frame at the end of the tenancy.

The Landlord submitted a photograph of an area he contends is the interior of a gas fireplace. The Tenant stated that she did not even know the gas fireplace could be opened for cleaning.

The Landlord submitted photographs of the patio with cigarette butts on it. The Tenant stated that she cleaned all of the cigarette butts from the patio on July 30, 2018; that cigarette butts frequently fell from upper units; and that any butts on the patio on July 30, 2018 must have fallen after she cleaned the unit.

The Landlord submitted photographs of areas behind that he contends are behind the refrigerator and laundry appliances. The Tenant stated that she cleaned behind the refrigerator but not the laundry appliances.

The Landlord submitted a photograph of an area he describes as the edge of a door which he contends is dirty. The Tenant said she has no idea what the photograph depicts.

The Landlord submitted a photograph of an area beside the toilet which he contends is dirty. The Tenant said she believes the photograph merely shows a discoloration of grout.

At the hearing the Landlord withdrew his claim to recover strata charges.

Analysis

The *Residential Tenancy Act (Act)* defines a landlord, in relation to a rental unit, in part, as:

> (a) the owner of the rental unit, the owner's agent or another person who, on behalf of the landlord,
> (i) permits occupation of the rental unit under a tenancy agreement, or
> (ii) exercises powers and performs duties under this Act, the tenancy agreement or a service agreement; and
> (b) the heirs, assigns, personal representatives and successors in title to a person referred to in paragraph (a).

On the basis of the undisputed evidence I find that the Tenant entered into a tenancy agreement with the former owner of this rental unit; that the Applicant purchased the property in January of 2018; and that the Applicant must be considered the current Landlord, as that term is defined by the *Act*.

Section 23 of the *Act* reads:

> 23 (1) The landlord and tenant together must inspect the condition of the rental unit on the day the tenant is entitled to possession of the rental unit or on another mutually agreed day.
> (2) The landlord and tenant together must inspect the condition of the rental unit on or before the day the tenant starts keeping a pet or on another mutually agreed day, if
>
> (a) the landlord permits the tenant to keep a pet on the residential property after the start of a tenancy, and
>
> (b) a previous inspection was not completed under subsection (1).
>
> (3) The landlord must offer the tenant at least 2 opportunities, as prescribed, for the inspection.
> (4) The landlord must complete a condition inspection report in accordance with the regulations.
> (5) Both the landlord and tenant must sign the condition inspection report and the landlord must give the tenant a copy of that report in accordance with the regulations.

On the basis of the undisputed evidence I find that the original landlord failed to comply with section 23(4) of the *Act*, as the original landlord did not complete a condition inspection report at the start of the tenancy.

Section 24 of the *Act* reads:

> 24 (1) The right of a tenant to the return of a security deposit or a pet damage deposit, or both, is extinguished if
>
> (a) the landlord has complied with section 23 (3) *[2 opportunities for inspection]*, and
>
> (b) the tenant has not participated on either occasion.
>
> (2) The right of a landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord
>
> (a) does not comply with section 23 (3) *[2 opportunities for inspection]*,

(b) having complied with section 23 (3), does not participate on either occasion, or

(c) does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.

I find that the current Landlord's right to claim against the security deposit for damage to the rental unit was extinguished, pursuant to section 24(2)(c) of the *Act*, because the original landlord did not complete a condition inspection report at the start of the tenancy.

Section 35 of the *Act* reads:

35 (1) The landlord and tenant together must inspect the condition of the rental unit before a new tenant begins to occupy the rental unit

(a) on or after the day the tenant ceases to occupy the rental unit, or

(b) on another mutually agreed day.

(2) The landlord must offer the tenant at least 2 opportunities, as prescribed, for the inspection.

(3) The landlord must complete a condition inspection report in accordance with the regulations.

(4) Both the landlord and tenant must sign the condition inspection report and the landlord must give the tenant a copy of that report in accordance with the regulations.

(5) The landlord may make the inspection and complete and sign the report without the tenant if

(a) the landlord has complied with subsection (2) and the tenant does not participate on either occasion, or

(b) the tenant has abandoned the rental unit.

Although it is not clearly articulated in section 35 of the *Act,* I find that the intent of the legislation is that the landlord must complete the condition inspection report in the presence of the tenant during the final inspection and the landlord must provide the tenant with the opportunity to sign the report at the time of the inspection. In reaching this conclusion I was influenced, in part, by section 35(5) of the *Act*, which authorizes a landlord to complete and sign the report in the absence of the tenancy if the tenant does not participate in the final inspection. I can find no reason that the legislation would specify circumstances in which the landlord could complete the inspection report in the absence of the tenant unless there is an expectation that the report would be completed in the presence of the tenant at the time of the inspection.

In concluding that the intent of the legislation is that the landlord must complete the condition inspection report in the presence of the tenant during the final inspection and the landlord must provide the tenant with the opportunity to sign the report at the time of the inspection I was further influenced by section 18(2) of the Residential Tenancy Branch Regulations, which specifies that a landlord must give the tenant a copy of the signed condition inspection report of an inspection made under section 35 of the *Act*, promptly and in any event within 15 days after the later of the date the condition inspection is completed, and the date the landlord receives the tenant's forwarding address in writing. I find that this section implies that the landlord will provide a copy of the report that is signed by both parties, and does not imply that the landlord will provide the tenant with a copy that is only signed by the landlord.

In concluding that the intent of the legislation is that the landlord must complete the condition inspection report in the presence of the tenant during the final inspection and the landlord must provide the tenant with the opportunity to sign the report at the time of the inspection I find that it would simply be illogical to conclude that the legislation would allow the landlord to complete the report in the absence of the tenant, as that would be fundamentally unfair to the tenant. The entire purpose of completing the inspection report is so that both parties can determine whether the report fairly reflects the condition of the rental unit at the time of the inspection. It would be unfair for a tenant to inspect the rental unit on one date and then be expected to review a condition inspection report they received several days later for the purposes of determining whether the report accurately reflects the condition of the unit at the time of the inspection.

I therefore find that the Landlord failed to comply with section 35(3) of the Act because he did not complete the final condition inspection report at the time of the final inspection.

Section 36 of the *Act* reads:

> 36 (1) The right of a tenant to the return of a security deposit or a pet damage deposit, or both, is extinguished if
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> (a) the landlord complied with section 35 (2) *[2 opportunities for inspection]*, and
>
> *(b) the tenant has not participated on either occasion.*
>
> (2) Unless the tenant has abandoned the rental unit, the right of the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord
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> (a) does not comply with section 35 (2) *[2 opportunities for inspection]*,
>
> (b) having complied with section 35 (2), does not participate on either occasion, or
>
> (c) having made an inspection with the tenant, does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.

Even if I am incorrect in concluding that the Landlord's right to claim against the security deposit for damage was extinguished pursuant to section 24(2)(c) of the *Act*, I would then conclude that his right to claim against the security deposit for damage was extinguished pursuant to section 36(2)(c) of the *Act*.

Section 38(1) of the *Act* stipulates that within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit and/or pet damage deposit plus interest or make an application for dispute resolution claiming against the deposits. In circumstances such as these, where the Landlord's right to claim against the security deposit has been extinguished, the Landlord does not have the right to file an Application for Dispute Resolution claiming against the deposit for damage to the unit and the only option remaining open to the Landlord is to return the security deposit and/or pet damage deposit within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing. I find that

the Landlord did not comply with section 38(1) of the *Act*, as the Landlord has not yet returned the deposits.

Section 38(6) of the *Act* stipulates that if a landlord does not comply with subsection 38(1) of the *Act*, the Landlord must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable. As I have found that the Landlord did not comply with section 38(1) of the *Act*, I find that the Landlord must pay double the security deposit to the Tenant.

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

Section 37(2)(a) of the *Act* requires tenants to leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear, at the end of a tenancy. Section 32(3) of the *Act* requires a tenant to repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

I find that the Landlord has submitted insufficient evidence to establish that the light in the rental unit was damaged by the actions or neglect of the Tenant. As the Landlord has not had the light inspected to determine why it is not working, I find it entirely possible that light has failed as a result of a mechanical or electrical failure that is entirely unrelated to the actions of the Tenant. I therefore cannot conclude that the Tenant is required to repair the light and I dismiss the Landlord's claim for repairing the light.

On the basis of the undisputed evidence, I find that when the Landlord opened the door of the refrigerator on July 31, 2018 a shelf fell away from the door. I find, on the balance of probabilities, that this shelf was damaged prior to Landlord opening the door on July 31, 2018. In reaching this conclusion I was guided by *Bray Holdings Ltd. v. Black* BCSC 738, Victoria Registry, 001815, 3 May, 2000, in which the court quoted with approval the following from *Faryna v. Chorny* (1951-52), W.W.R. (N.S.) 171 (B.C.C.A.) at p.174:

> *The credibility of interested witnesses, particularly in cases of conflict of evidence, cannot be gauged solely by the test of whether the personal demeanour of the particular witness carried conviction of the truth. The test must reasonably subject*

> *his story to an examination of its consistency with the probabilities that surround the current existing conditions. In short, the real test of the truth of the story of a witness in such a case must be its harmony with the preponderance of the probabilities which a practical and informed person would readily recognize as reasonable in that place and in those conditions.*

In these circumstances I find it more likely that the shelf was damaged prior to the Landlord opening the door, as I find it highly unlikely the shelf would fall away from the door without any external pressure when the door was opened, unless it had been previously broken by some sort of external force.

In addition to establishing that a tenant damaged a rental unit, a landlord must also accurately establish a reasonable cost for repairing the damage caused by a tenant, whenever compensation for damages is being claimed. I find that the Landlord failed to establish a reasonable cost for replacing the shelf.

The Landlord has submitted an estimate for repairing the refrigerator shelf, which outlines the cost of a service call. As shelves in refrigerator doors typically slide into place with limited effort, I find that a service call is largely unnecessary. I find, in all likelihood, that the Landlord could simply purchase a replacement shelf and install it with minimal effort. I therefore find the service fee to be unreasonable.

As the Landlord did not submit an estimate for the cost of purchasing a replacement shelf for the refrigerator, I find that he has failed to establish a reasonable cost for repairing the damage. I therefore dismiss the Landlord's claim for compensation for repairing the shelf in the refrigerator.

On the basis of the undisputed evidence I find that the walls and the main entry door frame were damaged at the end of the tenancy.

I favour the evidence of the Landlord, who submits the walls and main entry door frame were not damaged at the start of the tenancy, over the evidence of the Tenant, who contends these areas were damaged at the start of the tenancy. I favour the evidence of the Landlord in this regard because it is corroborated by:

- the testimony of Witness #1 who viewed the unit on December 10, 2017 in her capacity as a realtor, who did not notice any damage to the walls/door at the time;
- the testimony of Witness #2 who was the original landlord, who stated that the walls/door were not damaged at the start of the tenancy;

- the condition inspection report that was completed with a former occupant on April 29, 2017, which is a few days prior to the start of this tenancy, which indicates the walls/door are not damaged; and
- the entries to a condition inspection report the Tenant made on January 20, 2018, which do not include any mention of significant damage to the walls/entry door.

In adjudicating this matter I have placed limited weight on the Tenant's submission that when Witness #1 viewed the unit on December 10, 2017 there was furniture in the unit and it was not well lit so she may not have been able to see all the damage to the walls and door frame. On the basis of the photographs of the damage to the walls and door frame I am satisfied that the Witness, in her capacity as a realtor, would have been able to observe the damage if it had been present.

As the evidence shows that the walls and entry door were not damaged at the start of the tenancy, I find that this damage occurred during the tenancy and that the Tenant was obligated to repair it, pursuant to section 37(2)(a) of the *Act*. The Landlord has submitted an estimate for repairs to the wall and entry door frame, in the amount of $620.00 and I find that the Landlord is entitled to compensation in this amount.

I find that the photographs submitted in evidence by the Landlord do not establish that the scratches in the floor are significant. This may be due to the poor quality of the photographs or it may be because the scratches are not significant.

As the Landlord has failed to establish that the scratches to the flooring are significant, I must conclude that the damage to the floor constitutes normal wear and tear. As tenants are not obligated to repair "normal wear and tear", I cannot conclude that the Tenant is obligated to repair the damage to the floor. I therefore dismiss the Landlord's claim for repairing the floor.

I find that the Landlord has submitted insufficient evidence to establish that the rental unit was not left in reasonably clean condition. In reaching this conclusion I note that the photographs submitted in evidence by the Landlord were of poor quality. Although I accept that the photographs establish that some cleaning was required they do not, in my view, establish that a significant amount of cleaning was required. As section 37(2) of the Act only requires the Tenant to leave the rental unit reasonably clean, I dismiss the Landlord's claim for cleaning.

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

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

Conclusion

The Landlord has established a monetary claim, in the amount of $720.00, which includes $620.00 for repairing the wall and entry and $100.00 in compensation for the fee paid to file this Application for Dispute Resolution.

The Tenant has established a monetary claim, in the amount of $2,900.00, which includes double the security deposit of $1,400.00 and $100.00 in compensation for the fee paid to file this Application for Dispute Resolution.

After offsetting these two claims I find the Landlord owes the Tenant $2,180.00 and I grant the Tenant a monetary Order for that amount. In the event the Landlord does not voluntarily comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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

Dated: April 08, 2019

Residential Tenancy Branch