Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the Tenant: MNSD, OT, FFT
For the Landlord: MNDL-S, FFL

Introduction

This hearing dealt with cross applications for dispute resolution filed by the Parties under the *Residential Tenancy Act* (the "Act"). In her application, the Tenant seeks an order for part or all of her security deposit and/or pet damage deposit back in the amount of $2,789.68. The Tenant also seeks recovery of the cost of the $100.00 filing fee in this Application.

The Landlord applied for compensation for damage caused by the Tenant, their pets or guests to the unit, site or property in the amount of $6,515.40, claiming against the pet damage deposit and/or security deposit. The Landlord also seeks recovery of the cost of the $100.00 filing fee.

Both Parties appeared, gave affirmed testimony and were provided with the opportunity to present their evidence orally and in documentary form, to cross-examine the other Party, and to make submissions to me.

Both Parties confirmed that they received and had the opportunity to review applications and documentary evidence served upon them by the other Party, including the Tenant's amended application dated January 22, 2019 (the "Amendment"). As a result, I find there are no service issues.

Preliminary and Procedural Matters

The Parties confirmed their email addresses at the outset of the hearing and their understanding that the decision letter would be emailed to both Parties, and that any applicable orders would be emailed to the appropriate Party.

I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"). However, only the

evidence relevant to the issues and findings in this matter are described in this decision letter. At the outset of the hearing, I advised the Parties that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in the hearing.

Issue(s) to be Decided

- Is the Tenant entitled to a monetary order under the Act, and if so, in what amount?
- Is the Landlord entitled to a monetary order under the Act, and if so, in what amount?
- Is either Party entitled to recovery of the cost of the filing fee under the Act?

Background and Evidence

The Parties agreed that the tenancy started on November 1, 2015, with a monthly rent of $1,400.00. The Parties agreed that the Tenant paid the Landlord a security deposit of $700.00 and a pet damage deposit of $700.00. The Parties agreed that the Tenant paid the Landlord 33% of the utilities owing as her share of the residential property, as utilities were not included as part of the monthly rent owing. The Parties agreed that the residential property is a single family house with a basement suite, in which the Tenant lived; the Landlord lived in the main suite. The Landlord said in a written statement that the Parties signed a tenancy agreement, but neither Party submitted a copy of it.

In his written statement, the Landlord said:

> We purchased this house in Aug 2015 and started moving in mid-October along with [the Tenant]. (Hydro bill which she paid 33% from Oct 20/2015) There had never been a rental unit before, so it was understood a laundry, plumbing, wiring & some doors had to be installed and it would take a little time. Never the less, she took the suite, which was mainly unused and in excellent, like new condition. The entire house, for that matter, was immaculate and spotless. We did a pre-inspection and she agreed it was mint/no damage.

The Landlord also said in the hearing that the house was built in approximately 1990, so it was about 15 years old at the time the tenancy started. Despite the Landlord's assertions about the condition of the rental unit at the start of the tenancy, the Parties agreed that they did not complete a condition inspection report at the time of move-in or move-out.

The Parties agreed that the Tenant gave the Landlord a notice to end the tenancy in September 2018, with a vacancy date of November 30, 2018. There is no evidence before me that the tenancy ended due to any animosity or issues between the Parties.

The Parties agreed that the Tenant paid rent until November 30, 2018, but that the Tenant moved out on approximately November 9, 2018.

The Tenant said in the hearing and in her written submission that she gave the Landlord her forwarding address on November 25, 2018, the same day that she gave him the keys to the rental unit. The Tenant also said in her written submission that she gave the Landlord an envelope with the cheque to pay for the October 2019 utilities. “This envelope included my forwarding address to send the damage deposit. I received a portion of the deposit on 12/27/2018, attached is a copy of envelope with the address where he sent the partial deposit.”

The Tenant said that the Landlord gave her $210.30 as the remainder of her security deposit on December 27, 2018. The Tenant said that the cheque included a statement dated December 17, 2018, in which the Landlord said he had to find out what the final utilities were, so that he could figure out what was left over from her deposits. He said he mailed the remainder to the Tenant after he had received the gas and hydro bills.

During the hearing, the Tenant said: “There was a flood on November 1 - the place was flooded. I couldn’t even pack my house, because when we put a box down it got wet from the water.” She also said, ”I was a little upset about it. It wasn’t the first time the house flooded, it flooded all the time. The November flood was the worst one.”

The Landlord said: “The whole suite wasn’t flooded. My son and I and a friend went in there with carpet cleaners and had it cleaned up within hours.” The Parties did not indicate the cause of the flood or place blame on the other Party.

Landlord’s Claims

In his application, the Landlord said that he purchased the house in August 2015 and that “it was immaculate and spotless”. In the hearing, the Landlord said the painter saw the house before and after this tenancy “and in his words ‘there was a lot of damage’. That was the first time I rented it out, so I was fully guilty of not knowing the procedures” regarding the requirement to do a move-in and move-out condition inspection and condition inspection report (“CIR”).

The Landlord said that he gave the Tenant back part of her security and pet damage deposits, even though “they really shouldn’t have got anything back.”

The Landlord said that the kitchen linoleum was “damaged beyond repair”. He pointed to a number of photographs he took of it that he said showed: “chunks out of it that I can’t even begin to know what happened. There are chunks and gouges out of the linoleum”.

The Tenant said: “He’s right that if anything dropped on that floor it dented it; it didn’t matter what it was.”

The Landlord also said there was a lot of damage to the counters. He said: “Someone had taken super-hot pots and pans and put burned rings in it. We scrubbed it to remove it, but it just made it worse, so it has to be replaced.”

The Tenant said: “That spot he’s talking about was there . . . there was a little ornament sitting right on top of it. There was nothing on the counter but that figurine thing. I sent him a text message. That’s the only damage and it wasn’t done by me,

The Landlord responded to the Tenant’s comments saying, “There’s absolutely burnt rings from putting boiling hot pots and pans on the counter.” The Tenant said: “I have no idea what he’s talking about.”

The Landlord submitted three photographs labelled “counter”, but it is difficult to see what it is, since there appears to be shadows across the counter in the first photo and a flash from the camera reflecting off of what must be the counter in the second. However, the first and third photographs of the counter seem to show a light spot on the counter that may be the damage to which the Landlord has referred.

The Parties agreed that the Tenant’s daughter visited her mother with a pet, but the Tenant decided that the daughter should not bring it back, because it caused “too much chaos with the pet upstairs.” The Tenant said that the Landlord’s dog came into the Tenant’s suite at times, because the Tenant would leave the doors open to let air in. In the hearing, the Tenant said: “[the Landlord’s] pet came into our suite and urinated on the floor.” The Landlord said that the dog wasn’t allowed to go into the basement suite and that the Tenants should not have let her in. The Landlord is claiming compensation for damage to the carpet that was caused in part by his dog urinating on the carpets in the rental unit.

The Landlord also submitted photographs that illustrate stains on the carpeting.

The Parties discussed the Landlord having billed the Tenant for the utilities until the end of November 2018. The Tenant said that she moved out earlier in the month, so this should not be deducted from her security deposit.

The Landlord said he had a friend clean the rental unit and that he was charged $150.00 for this service. The Parties agreed that this is a two-bedroom, one bathroom basement suite in a house, although the Landlord also submitted photographs of a "messy patio" that had to be cleaned, too.

The Landlord submitted a Monetary Order Worksheet, on which he listed the following claims:

Doc #	*Receipt/Estimate From*	*For*	*Amount*
1	[local painting company]	Painting	$2,100.00
2	[local flooring company]	Kitchen linoleum	$951.02
3	[local countertop company]	Kitchen counter	$2,150.40
4	[local flooring company]	Bedroom #2 & 3 carpet	$2,265.33
5	[gas company]	Natural gas	$57.18
6	[electricity company]	Hydro	$65.34
7	Cleaning		$150.00
8	Filing fee		$100.00
9	Deposits Retained		<$1,223.54>
		Total monetary order claim	$6,615.[73]

Tenant's Claims

The Tenant submitted a document entitled: "Final Accounting for [Tenant]". The Tenant said she obtained this from the Landlord with the security deposit refund cheque the Landlord mailed her for $210.32. The document set out the following:

Dec 17/18

-damage [and pet damage] deposit[s] + interest	$1,433.86
-Floor Damage	- $951.02
-Final Cleaning	- $150.00
-Final Utilities	- $122.52
Total	$210.32

We reserve the right to recover all costs from damage, repairs, painting, cleaning etc. if the need should arise. Counter tops damaged. Burnt rings from hot pans/pots. Window coverings, curtain rods damaged/missing. Walls damaged. Flooring damaged.

In her Amendment, the Tenant submitted a Monetary Order Worksheet, as follows:

Doc #	*Receipt/Estimate From*	*For*	*Amount*
1	Damage deposit		$700.00
2	Pet deposit		$700.00
3	Laundry charges		$120.00
4	½ month rent	[Landlord] was in the suite by Nov. 9/18	$700.00
5	Nov. utilities	Charged $122.52 Should be 40.81 $81.66	$81.66
6	Filing fee		$100.00
7	Deposit returned	Less	$<210.32>
8	Loss of food		$600.00
		Total monetary order claim	$2,791.34

In the hearing, the Tenant said she applied for compensation from the Landlord for loss of food. She said: “The fridge broke down and I lost all the food and he was very fast in replacing the fridge, but I lost all food in freezer. Second I bought a freezer outside, which stopped working because a breaker went off and all the food in there was spoiled.”

The Landlord said that this claim should be covered by the Tenant’s insurance, not by her landlord.

Analysis

Before the Parties started giving evidence in the hearing, I explained that awards for compensation are provided for under sections 7 and 67 of the Act. I also explained that Part C of Policy Guideline 16 (“PG #16”) establishes the following test an applicant must prove for damages:

FOUR POINT TEST

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.

[the “Test”]

Section 38 of the Act also addresses parties’ rights and responsibilities regarding security and/or pet damage deposits at the end of a tenancy.

Return of security deposit and pet damage deposit

38 (1) Except as provided in subsection (3) or (4) (a), within 15 days after the later of

(a) the date the tenancy ends, and

(b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

. . .

The Landlord was required to return the Tenant’s deposits within 15 days of November 25, 2018, the day I find that the Tenant provided her forwarding address, and which I find was the last day of the tenancy. The Landlord should have returned the complete security and pet damage deposits to the Tenant by December 10, 2018 (and then applied to claim against them for damage and/or rent and utilities owing).

Section 38 goes on in subsection (2) to say that parties can “extinguish” their right to claim against the security and pet damage deposit, if they fail to schedule and participate in condition inspections of the rental unit at the beginning and end of a tenancy, pursuant to sections 23 and 24 of the Act. A CIR provides evidence of the condition of the rental unit before and after the tenancy, which helps establish whose version of events is more accurate during dispute resolution.

Section 24 of the Act sets out the consequences for tenants and landlords, if the CIR requirements are not met:

> **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.
>
> [emphasis added]

LANDLORD'S CLAIMS

According to the evidence before me, the Landlord did not comply with section 23(2) of the Act, so he extinguished his right to claim against the security and pet damage deposits for damage to the rental unit. In his application, the Landlord requested: "…compensation for damage caused by the tenant, their pets or guests to the unit, site or property - holding pet or security deposit." I dismiss the Landlord's claims for damages to the rental unit against the security and pet damage deposit, but I have analyzed the merit of his damage claims, based on the Test, as follows:

Painting

Policy Guideline #40 ("PG #40") is a general guide for determining the useful life of building elements for determining damages. The useful life is the expected lifetime, or the acceptable period of use of an item under normal circumstances. If an arbitrator finds that a landlord makes repairs to a rental unit due to damage caused by the tenant, the arbitrator may consider the age of the item at the time of replacement and the useful life of the item when calculating the tenant's responsibility for the cost of the replacement.

According to PG #40, the useful life in years for interior painting finish is four years. The tenancy before me lasted from November 2015 through November 2018, so the useful life of the paint in the residential unit was 75% complete. The Landlord had one year of useful life left in the paint.

Another consideration is whether the claim is for actual damage or normal wear and tear to the unit. Section 32 of the Act requires tenants to make repairs for damage caused by the action or neglect of the tenant, other persons the tenant permits on the property or the tenant's pets. Section 37 requires tenants to leave the rental unit undamaged. However, sections 32 and 37 also provide that reasonable wear and tear is not damage and a tenant may not be held responsible for repairing or replacing items that have suffered reasonable wear and tear.

Based on the Landlord's photographs of the rental unit walls during the repair process, I find it more likely than not that the number of repairs were part of normal wear and tear. The Landlord did not point me to any photographs of large holes in the wall that indicate unusual mistreatment of the rental unit beyond normal wear and tear. I find that the Landlord has not established that the Tenant violated the Act, regulation or tenancy agreement in terms of having damaged the walls. I find, therefore that the Landlord has not established a valid claim for damages in terms of painting and repair needed to the walls, so I dismiss his claim for compensation for painting, without leave to reapply.

Kitchen Linoleum

According to PG #40, the useful life of flooring is 10 years, so the flooring in this case had seven years more useful life.

In his written materials, the Landlord described the damage to the floor as follows: "kitchen floor with damages beyond repair (pictures included, Estimate provided). From dropping pots/pans, cutting knives or what have you)."

In the first photograph, it is difficult to tell if the marks on the floor are dirt or damage. Other photos show what looks to be nicks in the floor, although it is difficult to determine how large they are without the context of knowing how close the camera was to the marks. In one photograph, I could see the front of a person's foot to give some context.

Further, without photographs or a CIR from the start of the tenancy, it is hard to know when any damage occurred and/or where to place the responsibility for the damage.

It is unclear how pots dropping onto linoleum flooring, as the Landlord suggested, could

cause this type of damage throughout; however, in the hearing, the Tenant said that she agreed with the Landlord: “He’s right that if anything dropped on that floor it dented it, didn’t matter what it was.” However, with no move-in CIR signed by the Tenant, there is insufficient evidence before me to determine which marks were pre and which were post-tenancy. I, therefore, find that the Landlord has not met his burden for the first step of the Test. However, since the Tenant acknowledged that the floor was easily dented, I find that she is responsible for some of the damage done. I, therefore, award the Landlord nominal damages of **$200.00**.

Kitchen Counter

The Landlord did not submit photographs or sufficient evidence of the condition of the countertop prior to the start of the tenancy. I have before me a he said/she said situation disputing the Landlord’s claims in this regard and no move-in and move-out CIR documenting the state of the counter prior to the tenancy. Further, the Landlord submitted one estimate of the cost of a new counter, rather than evidence that he obtained different quotes to find the best price, and a receipt of having incurred this cost. I find the Landlord has not persuaded me on a balance of proof of any of the four steps in the Test.

Bedroom Carpet

The Landlord’s photographic evidence illustrates that there are stains on some areas of the carpeting in the rental unit. It is not clear if the stains are from something that the Tenant did or from the Landlord’s dog urinating on the carpet or from damage from the floods. Further, without photographs of the carpet from before the tenancy, it is difficult to assign blame to the Tenant for the stains. As a result, I dismiss this aspect of the Landlord’s claim without leave to reapply.

The Landlord has also claimed utilities from the Tenant. I have found that the Parties agreed that the Tenant would pay the Landlord 33% of the utilities owing on the residential property; however, the Tenant disputes that she should pay this for November 2018, because the Landlord was present in the rental unit to do painting and other repairs during the last month of the tenancy, so he was the one using the utilities then.
Pursuant to section 46 of the Act and Policy Guideline #1, if a tenancy agreement does not include utilities as part of the rent, a landlord may treat utilities owing as rent owing.

Section 46(6) of the Act states:

(6) If

(a) a tenancy agreement requires the tenant to pay utility charges to the landlord, and

(b) the utility charges are unpaid more than 30 days after the tenant is given a written demand for payment of them,

the landlord may treat the unpaid utility charges as unpaid rent and may give notice under this section.

According to the Tenant's evidence, the Landlord gave her a demand for payment of the utilities owing in the amount of $122.52; however, rather than giving the Tenant a chance to pay this bill, the Landlord deducted it from her security deposit.

The Landlord erred in deducting this amount from the Tenant's security deposit without having given her a written demand and 30 days to respond to the written demand. As such, he should not have treated the utilities in the same way as unpaid rent.

The Tenant argued that she left before the end of November, so she should not have to pay all of the utilities for that month. However, section 26 of the Act states:

Rules about payment and non-payment of rent

26 (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

. . .

The Tenant gave notice of her intention to vacate the rental unit as of November 30, 2018, so I find she was responsible for the rent and utilities owing during that time. As a result, I award the Landlord **$122.52**.

Cleaning

The Landlord did not specify the hourly rate that his friend charged, but based on common knowledge, I find it more likely than not a standard hourly rate is $25.00, which would mean that his friend worked for six hours on the rental unit. If the cleaner had charged the Landlord $30.00 per hour, it would amount to five hours to clean a two-bedroom, one bathroom unit. The Landlord did not indicate for how many hours the cleaner worked.

Again there was no CIR establishing the level of cleanliness at the start and the end of the tenancy; however, the cleanliness of the rental unit at the start of a tenancy is not relevant to the expectation that a tenant will leave it reasonably clean at the end of the tenancy. "Reasonably clean" is set out in section 37(2) of the *Act*, which states:

> **Leaving the rental unit at the end of a tenancy**
>
> **37** (2) When a tenant vacates a rental unit, the tenant must
>
> **(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and**
>
> **. . .**
>
> [emphasis added]

"Reasonably clean" does not mean spotless or good as new, it means "reasonably" clean.

Given the overall look of the rental unit from the Landlord's photographs, and the size of the rental unit, I find that five hours of cleaning time at $25.00 per hour is a reasonable cleaning rate. Based on all the evidence before me, I find that the Landlord has established that cleaning was needed after the tenancy ended and I award the Landlord **$125.00** for this claim.

TENANT'S CLAIMS

As noted above, the Tenant must prove that the four part test is satisfied by her evidence in making her claims:

1. The Landlord had violated the Act, regulation or tenancy agreement;
2. That violation caused the Tenant to incur damages or loss as a result of the violation;
3. The value of the loss; and
4. That the Tenant did whatever was reasonable to minimize the damage or loss.

Laundry Charges

In terms of the laundry charges, the Tenant suggested that the Landlord breached her rights under the tenancy agreement, because the washer and dryer were not provided immediately. The Tenant said she claimed $120.00 as compensation for having to pay to have her clothes cleaned. However, the Tenant did not provide any receipts or even a breakdown of how she calculated this amount. I find that the Tenant has not

established the value of this loss or that she did whatever was reasonable in the circumstances to minimize the cost. As a result, I dismiss the Tenant's claim for laundry charges without leave to reapply.

Half a Month's Rent

The Tenant claims $700.00 for half of the November 2018 rent, because she said the Landlord was in the unit painting and repairing by November 9, 2018, when the Tenant moved out. The Tenant did not establish how the Landlord breached the Act, regulation or tenancy agreement in this regard. The Tenant did not say this rendered the rental unit uninhabitable or that she felt forced to leave the rental unit earlier than planned. There is nothing before me that the Tenant tried to prevent the Landlord from doing this.

Further, the Tenant did not mention the flood as having necessitated her moving out early and she did not dispute the Landlord's evidence that he cleaned and dried the rental unit shortly after the flood occurred.

When I consider all the evidence before me overall in this regard, I dismiss the Tenant's claim for half a month's rent for November 2018, without leave to reapply.

November Utilities

The Tenant said in her written statement that the Landlord charged her for her full portion of utilities in November 2018, but that she was only there until November 9, 2018, so she should not have to pay for utilities beyond that date. The Tenant gave notice of her intention to end the tenancy as of November 30, 2018. She had set a precedent of paying 33% as her share of the utilities, which is what the Landlord had counted on as the Tenant's share. A tenant may leave a rental unit whenever she chooses; however, her legislated responsibilities continue until the end of the tenancy, which the Tenant had arranged as November 30, 2018. Accordingly, I dismiss the Tenant's claim in this regard without leave to reapply.

Loss of Food

The Tenant has claimed $600.00 for loss of food from the refrigerator and freezer breaking down or being without power. The Tenant did not indicate when this happened or why it was due to a breach of the Act, regulation or tenancy agreement by the Landlord. Further, the Tenant did not submit any receipts or other explanation for how she came to the $600.00 value for her loss. I find the Tenant has not met her burden to

prove the elements of the Test in this regard and I dismiss her claim for food loss without leave to reapply.

Security and Pet Damage Deposit

In terms of the Tenant's claim for the return of her security and pet damage deposits, I find that the Tenant did not extinguish her right to claim against the deposits. She was not offered an opportunity to participate in move in and move out condition inspections, nor was she provided a copy of a CIR.

Pursuant to section 38(6), of the Act, if a landlord does not comply with subsection 38(1), the landlord:

(a) may not make a claim against the security deposit or any pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

As a result of the evidence and authorities before me, I find that the Landlord owes the Tenant double the amount of the security and pet damage deposits back for a total of **$2,800.00**.

In summary, based on the Test, I awarded the Landlord the following:

$200.00 ..... nominal linoleum damage;
$122.52 ..... utilities owing;
$125.00 ..... cleaning cost.
$447.52 ..... TOTAL

According to Policy Guideline #17, a landlord who has lost the right to claim against the security deposit for damage to the rental unit, retains rights, including:

• the right to file a claim against the deposit for any monies owing for other than damage to the rental unit; and

• the right to deduct from the deposit an arbitrator's order outstanding at the end of the tenancy.

Further, pursuant to section 38(6) of the Act, I must award the Tenant double the security and pet damage deposit in the amount of $2,800.00 (for which there is no interest owing). The Landlord returned a portion of the deposit in the amount of

$210.32; therefore the Tenant is entitled to $2,589.68. By setting off the Landlord's award of $447.52, the Landlord owes the Tenant a total of: **$2,142.16**.

As both Parties were partially successful in their applications, I don't award the cost of the $100.00 filing fee to either Party. After set-off, I award the Tenant **$2,142.16**.

Conclusion

The Landlord's claims for recovery of the cost of replacing the linoleum, the outstanding utilities bill and part of the cleaning cost are awarded in the amount of $447.52. The Tenant's claim for recovery of double the security deposit is successful in the amount of $2,800.00. The Tenant's other claims for compensation for other damage or loss against the Landlord are unsuccessful. However, the Landlord has already paid the Tenant $210.32, so the order is set off by that amount and by the amount awarded to the Landlord. The Parties are also awarded recovery of the $50.00 of their respective $100.00 filing fees for their applications.

I grant the Tenant a monetary order under section 67 of the Act in the amount of **$2,142.16**. This order must be served on the Landlord by the Tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Although this decision has been rendered more than 30 days after the conclusion of the proceedings, section 77(2) of the *Act* states that the Director does not lose authority in a dispute resolution proceeding, nor is the validity of a decision affected, if a decision is given after the 30 day period set out in subsection (1)(d).

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

Dated: May 14, 2019

Residential Tenancy Branch