



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 hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for damage to the rental unit, and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenants' security and pet damage deposits (the deposits) in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover their filing fee for this application from the tenants pursuant to section 72.

Both parties attended this teleconference hearing on the two dates identified above, and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

After hearing evidence from both parties regarding the service of documents on April 4, 2019, I issued an Interim Decision that day in which I outlined the following Preliminary Issue and made the following orders:

Preliminary Issue

After hearing the landlords' sworn testimony with respect to their application, the tenant stated that there appeared to have been some oversight in the landlords' provision of photographic evidence to the tenants. The tenants testified that the only photographic evidence they had received from the landlords were four black and white photographs. I noted that many more photographs had been provided to the Residential Tenancy Branch (the RTB) by the landlords.

The landlord gave sworn testimony that they included all of the many photographs they had provided to the RTB through the RTB's service portal to the tenants with the evidence they mailed to the tenants in advance of this hearing. The landlords had not chosen to send their photographic evidence by registered mail. I advised the parties that on the basis of the landlord's sworn testimony it was necessary that the tenants have an opportunity to know the case against them and be in a position to respond to the landlords' photographic evidence, both essential features of the rules of natural justice to be applied in RTB hearings. For these reasons, I exercised my discretion pursuant to Rules 7.8 and 7.9 of the RTB's Rules of Procedure to adjourn this hearing to enable the tenants to be properly served with all of the landlords' photographic evidence, as well as the flooring and painting receipts referenced by the landlord at this hearing. To proceed without this important evidence would deny the parties a fair hearing of this matter.

I order that this adjournment is not an opportunity for the landlords or the tenants to submit additional evidence other than what was already submitted for this hearing, unless it is by mutual consent of the both parties.

I order this is not an opportunity for the tenants to file an application for dispute resolution to be crossed with the landlords' application.

I order this is not an opportunity for the landlords to file another application for dispute resolution to be joined with this application.

I order this is not an opportunity for the landlords to amend this current application.

Preliminary Issue- Service of Documents and Photographs

In my Interim Decision, I noted that Tenant CG (the tenant) had confirmed that the tenants were handed a copy of the landlords' dispute resolution hearing package on December 20, 2018. As a result, I found that the tenants were duly served with this package in accordance with section 89 of the Act.

At the commencement of the first segment of this hearing, Landlord HC (the landlord) said that they had provided copies of all of their written and photographic evidence to the tenants in advance of this hearing, with the exception of two receipts which the landlord had only recently received for flooring and for painting of the rental unit. The landlord testified that the net effect of this additional evidence would be to reduce the amount claimed in the landlords' application for a monetary award of \$10,265.79. As the tenants confirmed that they had received the landlords' written and photographic

evidence, with the exception of the flooring and painting receipts, I advised the parties at that point in the hearing that I was accepting that the landlords had served their written and photographic evidence to the tenants in accordance with section 88 of the *Act*. As the landlord testified that they had received copies of the tenants' evidence, I also found that the tenants' written evidence was served in accordance with section 88 of the *Act*.

At the commencement of the second segment of this hearing, the landlord gave undisputed sworn testimony, supported by written evidence that they had complied with the order issued in my Interim Decision requiring the landlord to send the tenants full copies of the landlord's photographic evidence and the receipts for flooring and painting. At the first segment of this hearing, the tenants had testified that they had not received all of the landlords' photographs and had not received the flooring and painting receipts. The tenants confirmed at the second segment of this hearing that they had received this information, knew what the landlords were seeking in their reduced application for a monetary award and were prepared to respond to the landlords' amended application. As such, I find that all documents and photographs entered into written evidence by the parties have been served in accordance with section 88 of the *Act* and my orders issued in the Interim Decision.

Issues(s) to be Decided

Are the landlords entitled to a monetary award for damages and losses arising out of this tenancy? Are the landlords entitled to retain all or a portion of the tenants' deposits in partial satisfaction of the monetary award requested? Are the landlords entitled to recover the filing fee for this application from the tenants?

Background and Evidence

While I have turned my mind to all the documentary evidence, including photographs, invoices, receipts, estimates, miscellaneous letters and e-mails, and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the landlords' claim and my findings around each are set out below.

On December 29, 2017, the parties signed a one year fixed term tenancy agreement for a rental home built in the early 1900s. This agreement was to cover the period from January 1, 2018 until December 31, 2018. This home included what the landlord described as an unfinished crawl space that was never designed for use as anything

other than storage. Tenant ML said that this crawl space had a six foot or six and one-half foot ceiling and had a poured concrete floor. As one part of the crawl space had a dirt floor, the tenants gave undisputed sworn testimony that it was subject to flooding and had a very musty smell that affected use of that area of the home.

Monthly rent was set at \$1,550.00, payable in advance on the first of each month. The landlords continue to hold the tenants' \$775.00 security deposit and \$775.00 pet damage deposit paid when this tenancy began.

On October 1, 2018, the landlords issued the tenants a 1 Month Notice to End Tenancy for Cause (the 1 Month Notice). Another Arbitrator appointed pursuant to the *Act*, was delegated responsibility to consider the tenants application to cancel the 1 Month Notice, as well as their application for an Order requiring the landlord to comply with the *Act* or the tenancy agreement, and to obtain an order for repairs. In the decision noted above, the presiding Arbitrator considered the following testimony from the parties at the December 14, 2018 hearing of the tenants' application:

...The female Tenant stated that the Tenants fully vacated the rental unit on December 11, 2018. The Landlord stated that she was not aware the unit had been vacated.

The Tenants stated that since the rental unit has been vacated they will withdraw their application to set aside a Notice to End Tenancy for Cause, their application for an Order requirement the Landlord to comply with the Act) or the tenancy agreement; and their application for an Order requiring the Landlord to make repairs...

At the current hearing, Landlord HNC (the landlord) testified that they checked with the Residential Tenancy Branch and were advised that since the tenants had given sworn testimony that they had vacated the rental unit, that the landlords could take possession of the rental unit immediately. Tenant CG testified that she returned to the rental unit that day and cleaned the rental unit until approximately 1:30 a.m., the following morning. When the tenants attempted to return to the rental unit on December 15, 2018, the landlords had already changed the locks to the rental unit. Tenant CG maintained that they had a legal right to access the rental unit until the end of that month as the landlords had accepted their rent for that month and that the tenants intended to finish cleaning the rental unit on December 15, 2018.

As was noted above, the landlords' original application for a monetary award of \$10,265.79 was reduced at the first hearing by the landlords' substitution of \$1,290.00 for painting instead of the \$5,600.00 originally claimed and the landlords' claim of \$520.00 for flooring, which had been received before the first segment of this hearing.

The landlords' amended claim for a monetary award of \$7,527.03 included the following items:

Item	Amount
Damaged Electric Wire	\$546.00
Professional Cleaning	625.00
Replace Kitchen Counters	319.73
Locksmith	236.65
Exterior and Screen Door	892.37
Install Doors and Repair Siding	619.33
Dairy Door/Cabinet Doors	131.09
Dry Clean Curtains	241.04
Painting	1,290.00
Replace Fireplace	393.00
Rental Loss - January 2019	1,705.00
Replace Broken Lights	7.82
Flooring	520.00
Total of Above Items	\$7,527.03

The landlords' claim for repair of electrical wiring stemmed from the tenants' unauthorized wiring of the crawl space. The landlord maintained that the tenants nailed wires into one of the walls which created a safety hazard that had to be repaired by the landlords after this tenancy ended. When the landlords realized that the tenants had conducted this unauthorized work, they asked the tenants to repair it.

The tenants retained an individual whom they maintained was a licensed electrician to install a junction box. The tenants entered into written evidence a copy of a receipt from that electrician in the amount of \$78.73. They also provided a photograph of this repaired work. Tenant ML said that this old house had a wide range of electrical wiring, including knob and tube wiring.

The landlord testified that the tenants had never provided adequate proof that the individual who had performed the repairs for the tenants was a licensed electrician. The landlord also questioned Tenant ML as to his claim that there was knob and tube wiring in the rental home. Tenant ML provided little testimony to demonstrate his knowledge of what was entailed in knob and tube wiring. Tenant ML simply reiterated that there was a wide range of old wiring in the rental property. During the first segment of this hearing, the landlord testified that they had plans to repair and upgrade the basement,

which included updates to the wiring. At the second segment of this hearing, the landlord testified that the electrical work had been completed in late April 2019, after the initial hearing was adjourned.

The landlords entered into written evidence photographic evidence, a copy of the January 8, 2018 joint move-in report and the December 20, 2018 joint move-out condition inspection report, and a very detailed breakdown in the invoice supplied by the landlord's professional cleaners in support of their application for a monetary award of \$625.00 for cleaning this rental unit. The invoice noted that this was for 20 hours of cleaning at a rate of \$30.00 per hour, which included cleaning on New Years Day, a statutory holiday.

For their part, Tenant CG testified that they were a professional cleaner, that they had cleaned the premises until 1:30 a.m. on the night of the December 14, 2018 hearing, and were only prevented from doing a final check to confirm that everything had been cleaned properly by the landlord's changing of the locks on December 15, 2018. The tenants' witness testified that the premises were "98 % clean" when he accompanied the tenants on their joint move-out condition inspection on December 20, 2018. The tenants did not dispute the landlord's testimony that no cleaning had been done by the landlords or their agents between December 15 and the move-out inspection of December 20, 2018. Both tenants admitted that the premises were not completely clean at the end of their tenancy, but were in sufficient condition to have enabled a new tenant to take possession by January 1, 2019.

At the second segment of this hearing, the landlord gave undisputed sworn testimony, supported by references in the joint move-in condition inspection report that the laminate on the kitchen counter tops were newly installed when this tenancy began. The landlords also supplied a photograph of the damage to the kitchen countertop in the form of two large burn marks. At the second segment of this hearing, Tenant CG confirmed that there was a 12 inch by 18 inch patch of the countertop that had been burned during this tenancy. They said that they had contacted the company that had installed the laminate to source a replacement, but had cancelled their order when the landlord initiated action to end their tenancy for cause.

The landlords' application for changing the locks was for locksmith services required because the premises were left unsecured when the landlords entered the premises to obtain possession from the tenants.

During the two portions of this hearing, I heard considerable sworn testimony from the parties as to who was responsible for the damage to the exterior front door and a screen door. Both tenants noted that the joint move-in condition inspection report identified that the front door had a "tight fit at floor - sweep drags." They testified that they informed the landlords about this problem, which also impacted the flooring near that door. Tenant CG said that the screen door never worked properly. Although the joint-move out condition inspection report showed that the screen door was damaged, the landlord did not know how old either of the doors were that were included in their claim for a monetary award. The landlords purchased the property about three years ago.

The tenants said that they did not notice if the dairy box in the fridge was part of the fridge when this tenancy began. Tenant ML testified that he did mention this deficiency to the landlord during the joint move-in inspection, although this was not noted on the report of that inspection. The landlord testified that the amount claimed for the replacement of the dairy door was the Canadian dollar equivalent of the cost incurred in obtaining this part from the American supplier.

Tenant CG did not deny that there had been some damage to the cabinet doors; however, they claimed that this was reasonable wear and tear that could have been repaired with a little paint. By contrast, the landlord gave undisputed sworn testimony that the cabinets doors involved were the industrial variety of doors provided by this retailer and were brand new when this tenancy began.

The landlord entered into written evidence a copy of receipts for \$8.95 for the replacement of a curtain rod and \$232.09 for dry cleaning the curtains in this rental unit. The tenants said that they are not smokers and that this cost was excessive and unnecessary and that they should not be expected to bear this cost.

The landlords provided undisputed written evidence in the form of the tenancy agreement between the parties, the joint move-in condition inspection report and sworn testimony that the rental premises were newly painted when this tenancy began. Although the tenant's witness provided sworn testimony and written evidence they had visited the property before the tenancy began, the witness confirmed that they were not present when the tenants took possession of this rental property. The tenant's witness testified that when they did view the premises after the tenancy had begun they considered the landlords' changes had been "cosmetic, but extensive."

At the hearing, the landlord could provide no estimate on the age of the electric fireplace. They testified that rather than replacing the parts for this item, they were advised that it would be less costly to replace it altogether. Tenant ML gave undisputed sworn testimony that the electric fireplace in question was very old, dating likely to the 1990s.

The landlord provided a number of explanations as to why they were unable to undertake repairs enabling them to re-rent the premises any earlier than May 2019. The landlord said that they had entered into a one year fixed term tenancy agreement with tenants who are paying \$1,850.00 per month, considerably more than the tenants were paying during their tenancy. The landlord said that on December 16, they gave birth to a child, which set back some of their plans to have the home readied for occupancy for January 2019. Although cleaners, painters and repair people were retained quickly, a severe storm made it difficult for many of these tradespeople to undertake this type of work when the community as a whole needed immediate action to recover from this storm. The landlord said that their intention had been to list the property for rental quickly as rental accommodations are limited in their small community. The landlord testified that had the tenants left the premises in acceptable condition without repairs being required that they would have been able to re-rent the premises for January 2019.

The tenants testified that the landlords had ample time to prepare the premises for viewings and rental for January 2019, having issued their notice to end tenancy in October 2018. The landlords were notified at the December 14, 2018 hearing that the tenants had vacated the rental unit. Tenant ML noted that the landlords had asked the tenants to sign an addendum to their tenancy agreement in which the tenants acknowledged that the landlords were in the process of renovating and repairing the property and would need access to the premises from time to time to enable these upgrades to happen.

The landlord gave undisputed sworn testimony and written evidence that their claim for a monetary award for broken lights resulted from lights damaged during this tenancy. They said that they were able to source out replacement lights at a local thrift store.

The landlord gave undisputed sworn testimony supported by written evidence that the laminate flooring in this rental home was new when the tenants moved into the premises. The landlords provided receipts for replacement flooring that they obtained and for the installation of this flooring by their contractor. The tenants testified that some of this damage was caused by the landlords' failure to attend to their complaint

that the front door was not opening correctly. They said that the floors in this home were always sagging due to the structural problems with the dwelling.

The tenants' witness (the witness) gave sworn testimony attesting to the accuracy of a March 16, 2019 letter he wrote which was submitted into written evidence by the tenants. In that letter, the witness, who has a background in property management and tenant relations, provided his observations regarding the condition of the rental home the tenants had rented. The witness noted that he had inspected the property before the landlords purchased this rental home approximately three years ago and also accompanied the tenants on their joint move-out condition inspection on December 20, 2018. The witness gave sworn testimony to confirm his written observation that the rental home suffers significant issues with its building envelope, which he described as including problems with compromised cladding, doors and windows. The letter from the witness also identified structural problems including pitched floor surfaces and degraded wood, and problems with perimeter drainage, plumbing and electrical systems with a mix of old and new materials. Although the witness did visit the property three years earlier, he confirmed at the hearing that he had not attended the rental home when the tenants took possession of the property. The witness noted that the previously damp basement had 20 mm of standing groundwater covering a significant portion of the basement floor when he attended the joint move-out inspection. The letter from the witness maintained that "the liveable portions of the property were neat and clean" and that "any reasonable owner or property manager would rate the state of cleanliness.. witnessed December 20th as very good to excellent."

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlords to prove on the balance of probabilities that the tenants caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

I heard two different accounts of the adequacy of the repairs to the junction box in the crawl space. The tenants provided sworn testimony supported by written and photographic evidence that they retained a licensed electrician who installed a proper junction box to alleviate the landlords' concerns about the electrical wiring in the crawl space. By contrast, the landlord claimed that the tenants were responsible for the landlords' incurrence of \$546.00 in repairs, completed shortly before this hearing that would not have been necessary had the tenants not taken it upon themselves to install their own unauthorized wiring in the crawl space. Both parties maintained that their electricians were licensed and that the work they undertook was what was required to address this situation.

In considering this aspect of the landlords' claim I have taken into account that the electrical work undertaken by both parties would not have been necessary had the tenants not initiated electrical work in the crawl space without obtaining the landlords' permission. While this supports the landlords' assertion that the tenants are responsible for these repairs, the landlord also gave sworn testimony at the first segment of this hearing that they had plans to repair and upgrade the crawl space/basement. During the two hearings, I heard undisputed sworn testimony from the tenants, the tenants' witness and the landlord that the landlords have been involved in ongoing renovations and repairs to this rental property. Under these circumstances, I find that the tenants are only partially responsible for the work undertaken by the landlords to repair and upgrade the electrical wiring in the crawl space. I allow one-half of the landlords' application for a monetary award for this item, a monetary award totalling \$273.00.

Paragraph 37(2)(a) of the *Act* establishes that when a tenant vacates a rental unit the tenant must "leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear." After reviewing the photos provided by the parties, and in particular the very detailed cleaning report contained on the invoice from the landlords' professional cleaning company, I find that the landlords have provided sufficient evidence that the rental home was not reasonably clean at the end of this tenancy, such that the landlords incurred costs to prepare the rental unit for new tenants. However, after considering the written evidence and sworn testimony of the witness, I reduce the landlords' monetary award by 25%. Although the landlords' invoice cites \$625.00 as the amount paid, I allow 75% of the 20 hours of cleaning at a rate of \$30.00 per hour. This results in a monetary award for cleaning to \$450.00 (i.e., \$600.00 x 75% = \$450.00).

Based on the undisputed testimony from the parties, the photographic evidence and the landlords' invoice for the replacement of the kitchen countertop, I find that the landlords are entitled to a monetary award equivalent to the remaining life of that countertop.

Residential Tenancy Branch (RTB) Policy Guideline #40 provides guidance to arbitrators with respect to the Useful Life of Building Elements. As the useful life for counters is set at 25 years, I find that this replacement occurred after 1 year of use and not the expected 25 years. As such, I allow the landlords a monetary award of 96% of the value of the \$319.73 in costs they incurred in replacing the kitchen countertop. This results in a monetary award of \$306.94.

Section 25(1) of the *Act* establishes that a landlord bears all costs of rekeying or otherwise changing the locks so that a former tenant does not retain access to a rental unit. On this basis, I dismiss the landlords' application for rekeying costs as these are costs that are the responsibility of the landlords and cannot be recovered from the tenants.

I have also referenced RTB Policy Guideline #40 in considering the useful life of the front door and the screen door. Doors are generally expected to have a useful life of 20 years; however, I would expect that a screen door would have a much shorter useful life. This house was constructed in the early 1900s. The landlord could only testify that the doors were at least 3 years old, the date when the landlords purchased this property. There is also some written evidence that the front door was already not functioning correctly when this tenancy began, as was noted in the joint move-in condition inspection report. Under these circumstances, I find that the landlord has provided insufficient evidence to demonstrate that the doors were not already past their useful life. I dismiss this aspect of the landlords' claim. For similar reasons, I also dismiss the landlords' claim for the costs associated with installing these doors and for installing siding, which the landlords claimed were damaged by the tenants children during the course of this tenancy. The landlord did not know how old the siding was that had to be replaced with extra siding that was on site.

I find that the landlord has provided sufficient evidence to support the claim for the replacement of the dairy door and cabinet doors. The landlord has incurred costs in sourcing and obtaining a replacement dairy door for the fridge and has supplied receipts that would show that they had to obtain a replacement of the damaged cabinet doors. As the useful life of furniture is anticipated to be 10 years, according to RTB Policy Guideline #40, I allow the landlord 90% of their claim for the \$75.00 in costs associated with replacing the cabinet doors. This reduces the landlords' overall entitlement for the dairy door and cabinet doors by \$7.50. This results in an overall monetary award for these items of \$123.59.

After reviewing the evidence including the joint move-in and move-out condition inspection reports, I find that the landlord has provided sufficient evidence to demonstrate their entitlement to a monetary award for the costs they incurred in having the curtains professionally cleaned at the end of this tenancy and to have the missing curtain rod replaced. On this latter item, I note that the tenants did not dispute the landlords' claim that one of the curtain rods was mistakenly removed from the rental premises by the end of their tenancy.

RTB Policy Guideline #40 establishes that the useful life of an internal paint job is set at four years. As this tenancy lasted one year and repainting was necessary at the end of the tenancy, I allow the landlords a monetary award of 75% of their \$1,290.00 in painting costs. This results in a monetary award of \$967.50.

I dismiss the landlords' application for a monetary award for the replacement of the electric fireplace as the landlords had no information to dispute the tenants' claim that this was a very old item. I find it more likely than not that this item was well past its anticipated useful life.

In considering the landlords' application for a monetary award for the loss of rental for January 2019, I note that section 7(2) of the *Act* places a responsibility on a landlord claiming compensation for loss resulting from a tenant's non-compliance with the *Act* to do whatever is reasonable to minimize that loss. In this case, the landlord did not attempt to re-rent the premises to new tenants until April 2019.

I understand that a series of events occurred which caused a delay in the landlords' implementation of their plans to have the premises cleaned, painted and repaired. In addition, it was no doubt difficult to identify tradespeople to perform some of these tasks over the winter holidays and that prospective tenants may have been less willing to move at that time of year. However, the landlords did know that this fixed term tenancy was scheduled to end by December 31, 2018, that the landlords had issued a 1 Month Notice to the tenants, and by December 14, 2018 knew that the tenants had vacated the rental unit. On a balance of probabilities, I find that the tenants are not to be held responsible for delays out of the control of both the landlords and the tenants that delayed the landlords' ability to perform work to ready the rental unit for new tenants for January 2019. As both parties noted the extremely tight rental housing market in this community, I anticipate that the landlords may have been able to secure new tenants willing to enter into similar arrangements regarding repairs, renovations and upgrades that were included as an addendum to the tenancy agreement the tenants signed. While it may have taken more time than the landlords would have liked to re-rent the

premises, I also find that at least some portion of this delay was attributable to the upgrading work to the property that the landlords chose to undertake and which no doubt partially contributed to the additional rent that the landlords are now receiving for this rental property. For these reasons, I dismiss the landlords' application for a monetary award for their loss of rental for the month of January 2019.

I allow the landlords' application for a monetary award in the amount of \$7.82 for the replacement of broken lights during the course of this tenancy.

After reviewing the written evidence, the photographs and the sworn testimony of the parties, I find that the flooring costs incurred by the landlords were for the most part necessary as a result of damage that arose during the course of this tenancy, which was beyond reasonable wear and tear. RTB Policy Guideline #40 establishes the useful life of flooring of this type at ten years. This would normally result in the landlord's entitlement to a monetary award of 90% of the cost of replacing this flooring. In this case, as I find that at least some of the problems may have resulted from damage caused by doors that did not open or close without causing gradual damage to the underlying flooring, I allow the landlords a monetary award of 80% of the cost of replacing their flooring. This results in a monetary award of \$416.00 (i.e., \$520.00 x 80% = \$416.00).

As the landlords have been successful in much of their claim, I allow them to recover their filing fee from the tenants. I allow the landlords to retain the deposits in partial satisfaction of the monetary award issued to the landlords.

Conclusion

I issue a monetary Order in the landlords' favour under the following terms, which allows the landlords to recover damages incurred during this tenancy and their filing fee, and to retain the tenants' deposits.

Item	Amount
Damaged Electric Wire	\$273.00
Professional Cleaning	450.00
Replace Kitchen Counters	306.94
Dairy Door/Cabinet Doors	123.59
Dry Clean Curtains	241.04

Painting	967.50
Replace Broken Lights	7.82
Flooring	416.00
Less Security and Pet Damage Deposits (\$775.00 + \$775.00 = \$1,550.00)	-1.550.00
Filing Fee	100.00
Total Monetary Order	\$1,335.89

The landlords are provided with these Orders in the above terms and the tenant(s) must be served with this Order as soon as possible. Should the tenant(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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 *Residential Tenancy Act*.

Dated: May 31, 2019

Residential Tenancy Branch