



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, MNRT, FFT

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on April 17, 2019, wherein the Tenant sought monetary compensation from the Landlords in the amount of \$35,000.00 as well as recovery of the filing fee.

The hearing was conducted by teleconference at 1:30 p.m. on July 18, 2019 and continued on September 26, 2019. Both parties called into the hearing and were provided the opportunity to present their evidence orally and in written and documentary form and to make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Branch Rules of Procedure*. However, not all details of the respective submissions and or arguments are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matters

The parties confirmed their email addresses during the hearing as well as their understanding that this Decision would be emailed to them.

Issues to be Decided

1. Is the Tenant entitled to monetary compensation from the Landlords?
2. Should the Tenant recover the filing fee?

Background and Evidence

TENANT'S EVIDENCE

The Tenant testified that he moved into the rental unit May 23, 2013. Monthly rent was initially \$700.00 per month. The Tenant vacated the rental property on April 30, 2017.

The Tenant filed for dispute resolution on April 17, 2019, nearly two years after the tenancy ended.

In the within action the Tenant sought monetary compensation for loss of services and facilities during the tenancy, the cost of repairs, and compensation for breach of his right to quiet enjoyment during the tenancy.

The Tenant did not file a Monetary Orders Worksheet, however he did breakdown his claim in a written document filed in evidence as follows.

Repairs

The Tenant sought the sum of \$4,700.00, or \$100.00 per month, for repairs which he claims were supposed to be completed prior to occupation, but were not done; including:

- holes in the wall were not patched, repaired or painted.
- transition pieces which were not adhered;
- cleaning of the bathroom and kitchen;
- leaking kitchen faucet; and,
- the shower curtain rod needed to be replaced.

The Tenant stated that he came to the figure of \$100.00 per month as he believed that the tenancy was devalued by this amount. In support of his claim he provided photos of the rental unit depicting these issues.

The Tenant claimed that he brought the above concerns to the Landlord's attention when he moved into the rental unit. The Tenant provided copies of those letters in

evidence for my consideration. The Tenant stated that despite these requests, the Landlords did not take care of the requested repairs.

The Tenant stated he did not know he could ask for an Order that the Landlord make such repairs during the tenancy. The Tenant claimed he was told he could not ask for such an order until he had a copy of his residential tenancy agreement, which he says he did not receive until after the tenancy ended.

Laundry Facilities

The Tenant also sought the sum of \$100.00 per month for lack of laundry facilities. He stated that for the first two weekends of his tenancy he had access to laundry. He stated that following which he was told by the Landlord that he was not allowed to wash more than one load a week. The Tenant further testified that the following weekend after he started taking the rest of his laundry to the laundromat, the Landlords "took away that one load". The Tenant stated that there was a door from his living room to the laundry room and the Landlord stopped him from having access to the laundry room.

The Tenant claimed that it cost him \$100.00 per month to do his laundry elsewhere. The Tenant claimed that it took him 6-8 hours to do his laundry as he had to take the bus to the laundromat with two loads in his backpack. He would wait for a machine, and then do his laundry and take the bus back. He claimed that the laundromat was 30-35 minutes bus ride from the rental unit.

Cable and Internet

The Tenant also claimed the sum of \$150.00 per month for loss of cable and internet. The Tenant stated that when he first moved in the Landlords would regularly turn off the wifi because it was slowing down their connection. The Tenant stated that due to this he had to get his own internet. He also stated that he had trouble with the cable and when the repairpersons arrived they informed him that they could not repair the cable because the Landlord has used a splitter.

The Tenant claimed that he got his own cable and internet towards the end of July 2013 and paid \$151.00 per month.

Cable and Internet Installation

The Tenant also claimed \$168.00 for installation of cable from a different cable provider because the previous provider would regularly crash. He clarified that he complained to the cable provider and in March of 2016 he received a rebate of \$101.00 from the new provider such that he only paid \$60.00 plus tax.

The Tenant stated that the Landlord was well aware of the fact he was paying for his own cable. The Tenant stated that he was not aware that he could get a rent reduction for loss of this service until after he moved out.

Rodent Infestation

The Tenant also sought the sum of \$1,200.00 for the Landlord not taking care of a rodent problem in the rental unit for 27 months. The Tenant stated that in November of 2014 he could hear the rodents running around in the ceiling at night. The Tenant claimed that he told the Landlords about this problem and they never sent anyone to take care of the issue. Five weeks later the Tenant spoke with a friend who told him to mix rat poison with peanut butter. The Tenant stated that this did not solve the problem. The Tenant stated that in December 2014 he found a dead rat in the suite.

The Tenant stated that he told the upstairs tenant about the issue, following which the Landlord, S.S., put steel wool in the holes to try to deal with the issue. The Tenant claimed that every winter the rats would move back in.

In terms of the \$1,200.00 claimed, the Tenant stated that he sought approximately \$40.00 per month for the inconvenience of having to deal with the rodent problem.

Cleaning of Drywall Dust

The Tenant also claimed the sum of \$140.00, or \$35.00 per hour for his time which he claimed was four hours to clean up the drywall dust left by the contractors. The Tenant stated that there was a leak in October 2014 where the bathroom wall "blistered". The Landlords then had someone come in and repair the roof and repair the drywall.

The Tenant claimed that he left on December 23, 2014 for Christmas holidays and after being away for almost a week, he returned to see a huge mess and tracks of drywall going from the bedroom down the hallway.

Towel Set

The Tenant also sought \$625.00 for the cost to replace his bamboo towel set. The Tenant stated that when he returned home in December of 2014, the towels were gone and he assumed the worker used his towels to clean up from the drywall both times he attended.

In terms of the \$625.00 claimed, the Tenant stated that he purchased the towels in Whistler and they are very hard to come by.

Tenant's Time to Install Deadbolt

The Tenant also sought the sum of \$105.00 for the cost to replace a deadbolt; including compensation for his time at \$35.00 per hour for three hours. He claimed that the deadbolt froze and it wouldn't turn and he broke the key. He estimated this was in 2015 or 2016, although he could not be more specific.

Yard Maintenance

The Tenant also claimed the cost the cost to remove **ice and snow** from the entry way. In this respect the Tenant claimed that he spent 1.5 hours a day, at total of 42 times, to remove ice and snow from the walkway and stairs, and a further 19 times from the front side walk. The Tenant claimed a total of \$2,870.00 for his time associated with this. The Tenant stated that every time he talked to the Landlords he told them that it was their responsibility to clean the snow and ice; he testified that in response they stated that they were too busy.

The Tenant also sought \$945.00 in monetary compensation for his time cleaning up **leaves** from the front entrance during the years 2014-2016. The Tenant claimed that he also brought this to the Landlords' attention. He stated that when he first moved in in 2013, the Landlords came and cleaned up the leaves. After that they moved to their "new house", they didn't have time. The Tenant testified that the area he had to clear up was his personal entrance and was not shared with others.

The Tenant submitted that the Landlords were responsible for this outside maintenance, as well as ice removal. The Tenant claimed that he spent one day a week, on his day off, cleaning up the leaves. He estimated that he spent 18 weeks at 1.5 hours a week (x \$35) for a total of \$945.00.

The tenant also sought the sum of \$210.00 for his time associated with shimming and leveling the front door on the basement suite in the winter of 2015 or 2016. He stated

that the Landlord came by and dropped off shims but did not help him. He noted that it would have been much faster had the Landlord helped. In this respect he sought \$210.00 representing 6 hours of his time at \$35.00 per hour.

Breach of Quiet Enjoyment and Lack of Heat

The Tenant also sought the sum of \$2,700.00, representing a \$100.00 per month rent reduction for 27 months due to disturbance caused by the tenants upstairs. The Tenant stated that he brought this to the Landlords' attention repeatedly and they did not adequately address this problem.

The Tenant also sought the sum of \$2,700.00 for what he claimed was inadequate heat for 27 months. He noted that the noise and the heat were related, in that the upstairs tenants controlled the heat and they would turn it off, or block the heat, if he complained about the noise. The Tenant noted that he did not have any way of adjusting the heat in his rental unit.

The Tenant claimed that it took him two years after they moved out for him to get the Landlords' new address. He stated that he received the Notice of Rent Increase at the end of October 2016. He claimed that he could not serve them with any claims during those two years as he did not have an address for them. The Tenant further claimed that the Landlords refused to accept rent cheques and he had to go to the bank and deposit directly to their account.

The Tenant claimed that the temperature in the community in which the rental unit was located went to -27 degrees Celsius on Friday April 22, 2016. The Tenant stated that on April 20, 2016, at 1:55 a.m. it was -10 degrees Celsius in his rental unit. He stated that because he did not have access to the heat he put his oven on high broil and this only improved the temperature to -6 degrees Celsius. The Tenant provided copies of photos of the door and the temperature at that time.

The Tenant stated that it was "one excuse after the other" as to why the upstairs renters had the right to withhold his heat.

Overpayment of Rent

The Tenant also claimed the sum of \$25.00 for an overpayment of rent for February 1, 2017, as he believes the Notice of Rental Increase wasn't considered served until December 1, 2016.

The Tenant also claimed the sum of \$16.00 for the overpayment of rent for March and April 2017 as the Landlord did not apply for an additional rent increase over the allowable amount. The Tenant stated that the Landlord issued a rent increase for \$25.00, but it should not have been increased that much as the allowable amount was only \$17.00 at the time.

Tenant's Barbeque

The Tenant also sought the sum of \$235.00 for the cost to replace the side of his barbeque and handle. In this respect the Tenant testified that he was not able to get a handle for the barbeque. He claimed that he bought it during the labour day weekend on 2014, and the barbeque was on sale because the company had gone out of business. The Tenant claimed that the upstairs tenants' guests damaged his barbeque.

Unlawful Entry by Upstairs Tenants

Finally, the Tenant sought the sum of \$6,445.00 for the upstairs tenants' unlawful entry of his suite and intimidation and harassment by the tenants upstairs and the Landlord condoning the intimidation and harassment by the tenants upstairs.

The Tenant stated that the upstairs tenants mother came into the rental unit without his consent. He stated that she came into the suite to spray perfume (because a rat had died in the ceiling) and also to deal with the smoke detector. The upstairs tenant's mother claimed that she could do whatever she wanted because his actions would impact her and her family. He says that when he brought it to the Landlords' attention they stated there was nothing they could do. The Tenant further noted that he could not access the upstairs as it locked from their side but they could easily unlock the door and enter his.

He also stated that when the rat died in the ceiling the upstairs tenants' mother accused him of being unclean, of not washing his clothes, etc. but in fact it was a decaying rodent.

In terms of the \$6,445.00 claimed the Tenant stated this was \$500.00 per month for approximately 30 months. The Tenant claimed that he called the Landlords about this and the Landlords refused to deal with this.

The Tenant also stated that the upstairs renters withholding heat was a form of harassment which was condoned by the Landlords as they were trying to force him to move out.

The Tenant also contacted the bylaw officer, who he felt had responded inadequately, and he then went to the bylaw officer's supervisor. The Tenant claimed that supervisor suggested to the Landlords that they buy space heaters. Apparently the Landlords stated that they would provide space heaters but instead they served him with an eviction notice. The Tenant stated that he believed that nothing would ever change and decided to just move out.

LANDLORD'S RESPONSE

In reply to the Tenant's submissions the Landlord, S.S. testified as follows.

The Landlord filed a four page written response dated June 5, 2019 as well as numerous documents in support of their position. At the hearing before me the Landlord confirmed that was the essence of the Landlord's response; those submissions included the following.

The Landlords submit that during the nearly four years of the tenancy the Tenant never provided any of the complaint letters he is now presenting in evidence. She further testified that although he claims to have sent them, there is no documentary evidence supporting this claim.

The Landlord further testified that they had their mail forwarded such that even if the Tenant had sent his letters to the upstairs address (as he claimed) they would have been received. She repeatedly testified that no such letters were received by the Landlords. The Landlord also testified that the first time they saw these complaint letters, was when they received notice of his claim. She confirmed that at no time did he email, text or call about these alleged complaints.

The Landlord noted that they did not have any contact with the Tenant from the date the tenancy ended to the date they received his application for dispute resolution package. She claimed that they were shocked when they received his claim.

The Landlord noted that they had issues with the Tenant, but they tried to be lenient because it is difficult to move someone out and someone in. She noted that there were some issues with respect to him smoking and e-cigarettes. There were also issues

about late rent. The tenancy ended when the Landlord issued a 1 Month Notice to End Tenancy for Cause, citing "repeated late payment of rent" in March of 2017. The Tenant did not dispute the Notice and simply moved out.

Repairs

The Landlords submit that the Tenant has fabricated evidence as to the condition of the rental. They note that many of his photos predate the tenancy or are undated. They also submit that they made necessary repairs to the rental unit, as evidenced by the various receipts provided in evidence. Again, they submit that the Tenant never brought these concerns to their attention.

Laundry Facilities

The Landlords submit that the laundry facilities were not included in the Tenant's rent, as evidenced by the residential tenancy agreement filed in evidence. She noted however, that for a period of time the upstairs tenant allowed him to use their machines. Apparently the Tenant abused his laundry privileges after which this privilege was taken away from him.

Cable and Internet

The Landlords further note that cable and internet were not included in his tenancy and as such his claim for related compensation is invalid.

Rodent Problem

The Landlords submit that they addressed the rodent problem as soon as it was brought to their attention in November of 2016. In support the Landlord provided a copy of the invoice from November 14, 2016 confirming they spent \$315.00 to address this issue. The Landlords also provided a letter from the upstairs tenant confirming the issue was resolved at that time.

The Landlord stated that it was the upstairs tenants who noticed droppings in the upstairs kitchen cabinets. The Landlords then hired a pest control company (as evidenced in the documents submitted by the Landlords) to do a full inspection. The

pest control company found an opening under the stairs and advised them to close off the opening and screen it off. She claimed this was successful.

Again the Landlord denied that the Tenant informed them that this issue was ongoing for two years.

Tenant's claim for compensation for his Services

The Landlords did not respond in detail to the Tenants' claim relating to the time he says he spent cleaning up the drywall dust and replacing his bamboo set, only to state generally that he did not bring these concerns to their attention during the tenancy, nor did he provide a receipt to substantiate his claim for compensation for the towels he says were removed by the contractor.

The Landlords responded in a similar manner to the Tenant's claim for compensation for his time related to the deadbolt, shimmying the door and the leaf and snow removal. They further submit that any claims by the Tenant that he raised his concerns about these tasks with the Landlords is fabricated.

The Landlord also testified that leaf and snow removal was the responsibility of the upstairs tenant. Further, she noted that even though the Tenant's evidence shows that he made a complaint to the city in which the rental unit is located, the evidence confirms that upon inspection the city worker found the sidewalk clean.

Rent Increase

In terms of the Notice of Rent Increase, the Landlord stated that they issued the Notice on October 26, 2016. She testified that they served it on the date it was signed, such that it was deemed served by the end of October 2016. She also noted that the allowable rent increase at that time was 3.7% for 2017 and as such, his \$700.00 rent was raised to \$725.00 which was less than the \$725.90 allowable rent increase.

Tenant's Concerns Regarding Upstairs Renters

The Landlords submit that at no time during his tenancy did he complain to the Landlords about the upstairs tenants' noise or control of the heat. They submitted that

the Tenant is fabricating letters to support his claim that he was bothered by the upstairs tenants.

In terms of the Tenant's claim that he had to rely on the upstairs renters to control the heat the Landlord confirmed the Tenant did not have control over his heat. She stated the upstairs renters were directed to keep the heat at 22 degrees Celsius.

The Landlord confirmed that the bylaw officer's suggestion "advised them to provide the Tenant with space heaters if needed". She stated that they were not *directed* to do so as claimed by the Tenant.

The Landlord stated that they never had an issue with the upstairs renters and that the upstairs tenants "went above and beyond". The Landlord stated that the allegations regarding the upstairs tenants are "shocking" as they were the best tenants they could have ever asked for. She also noted that he testified that he notified the upstairs tenants about his concerns about the heat, but did not come directly to the Landlords.

In response to the Tenant's claim that a rat died in the ceiling and the upstairs tenants accused him of being dirty, the Landlord stated that they were not aware of this until the Tenant filed his application.

In reply, the Tenant alleged that the Landlord made false claims.

The Tenant stated that the Landlords claimed they lost the move in inspection report, yet they did not in fact do one.

The Tenant stated that he did in fact make himself available for the move out inspection, as at that time the Landlord returned \$250.00 of his security deposit. He noted that both he and the Landlord signed the document on April 30, 2017.

The Tenant also questioned why the upstairs tenants were not at the hearing to give evidence.

The Tenant noted that he moved in before June 1, as he moved in five days after viewing the suite on May 23 which is why the photos predate the tenancy.

Analysis

In this section reference will be made to the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, and the *Residential Tenancy Policy Guidelines*, which can be accessed via the Residential Tenancy Branch website at:

www.gov.bc.ca/landlordtenant.

In a claim for damage or loss under section 67 of the *Act* or the tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the Tenant has the burden of proof to prove their claim.

Section 7(1) of the *Act* provides that if a Landlord or Tenant does not comply with the *Act*, regulation or tenancy agreement, the non-complying party must compensate the other for damage or loss that results.

Section 67 of the *Act* provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

To prove a loss and have one party pay for the loss requires the claiming party to prove four different elements:

- proof that the damage or loss exists;
- proof that the damage or loss occurred due to the actions or neglect of the responding party in violation of the *Act* or agreement;
- proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
- proof that the applicant followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed.

Where the claiming party has not met each of the four elements, the burden of proof has not been met and the claim fails.

In this case, the Tenant applied for dispute resolution nearly two years after the tenancy ended. The Landlords submit that they were shocked by his claims as they denied receiving any notice of his concerns during the tenancy.

While section 60 of the *Act* gives a party two years from the date a tenancy ends to file a claim, parties are encouraged to file their claims as soon possible after a tenancy ends, as the passage of time can affect the reliability of evidence and recollection of the parties.

After consideration of the testimony, evidence and submissions of the parties I find as follows.

I accept the Landlords' evidence that they were not aware of the Tenants concerns and complaints during the tenancy. I found the Landlord, S.S., to be forthright and credible in her testimony. The Landlords also made their best efforts to respond to the Tenants' historical allegations by presenting evidence of their maintenance and repairs to the rental unit.

Conversely, I do not accept the Tenant's evidence that he brought his concerns to the Landlord's attention during the tenancy. I find he submitted insufficient evidence that these letters were in fact delivered to the Landlords during the tenancy. On balance, I find it more likely that the letters submitted by the Tenant were created in preparation for this hearing, rather than during the tenancy. In making this finding, I note that the volume of his letters is inconsistent with his claim that he was unaware that an application could have been made during the tenancy for related repairs or compensation. Presumably, had he been communicating his concerns in writing to the Landlords during his tenancy at the level he now claims, he would have taken further steps to address those concerns at the Residential Tenancy Branch. I find it more likely he created those documents to support the claim he made nearly two years after the tenancy ended.

Repairs

I decline the Tenant's request for monetary compensation for repairs which he claims were supposed to be completed at the beginning of the tenancy. I do not accept his evidence that he brought these concerns to the Landlords' attention during the tenancy. In failing to address these issues during the tenancy, I find that the Tenant did not mitigate his losses in this regard.

A tenant has the right to make an application for a repair order pursuant to section 32 of the *Act*. In failing to do so, I find the Tenant is estopped from claiming compensation for the condition of the rental unit. Even in the event I had found the Tenant brought these concerns to the Landlord's attention at the time, which I do not, I find the Tenant has

failed to provide sufficient evidence to support his claim for the sum of \$100.00 per month during the tenancy.

Laundry Facilities/Cable and Internet

The residential tenancy agreement filed in evidence confirms that laundry and cable and internet were not included in the Tenant's rent payment. While he may have been able to use the upstairs tenants' laundry facilities and the Landlord's cable and internet for a period of time during the beginning of the tenancy, I find this was not included in the agreement. I therefore dismiss his claim in this regard.

Rodent Infestation

I am satisfied, based on the Landlords' evidence and testimony, that they addressed the rodent issue when it was brought to their attention. I do not accept the Tenant's evidence that the Landlord's breached their obligation to address an alleged rodent infestation at any other time.

Tenant's Claim for Compensation for his Services

I do not accept the Tenant's evidence that he spent four hours cleaning up drywall dust after repairs were made in 2014. I find he has submitted insufficient evidence to support this claim. I also deny the Tenant's claim for compensation for his towel set as I find the Tenant has failed to submit any documentary evidence to support a finding that these expensive towels existed, nor any evidence as to their replacement cost.

I also dismiss the Tenant's claim for compensation for his time to replace a deadbolt, shim a door and remove ice and leaves from the property. Again, I reject his evidence that he brought his concerns to the Landlord's attention during the tenancy. I find the Tenant is estopped from making this claim at this time, as I find he did not bring these concerns to the Landlords' attention during the tenancy.

Estoppel is a legal doctrine which prevents a party from enforcing a legal right to the detriment of another party, if the first party established a pattern of failing to enforce these rights, and the second party has relied on this conduct and acted accordingly. Applying this doctrine to the leaf removal claim, had the Tenant informed the Landlord that he wanted to be compensated \$35.00 an hour for leaf removal during the tenancy, the Landlord could have hired someone at minimum wage to regularly rake the leaves.

By not bringing this to the Landlords' attention, the Tenant failed to enforce his right to expect the Landlord to attend to leaf removal in a multi unit dwelling. The Landlord relied on this conduct and acted accordingly. It would be unfair to allow the Tenant to continue with this pattern only to attempt to enforce this right at a later date and to the detriment of the Landlord.

I find the Tenant is estopped from claiming compensation for his services performed during the tenancy as I find he did not inform the Landlords of his concerns at the material time.

Breach of Quiet Enjoyment

I similarly dismiss the Tenant's claim for compensation for an alleged breach of his right to quiet enjoyment as they relate to the upstairs tenant. Again, I reject his evidence that he brought his concerns to the Landlords' attention during the tenancy. The letters submitted in evidence by the Tenant appear as though they were all created at the same time, not during the tenancy. Again, I find it incredulous that the Tenant would prepare so many written complaints, yet take no further steps to enforce his rights at the material time. In failing to do so, I find the Tenant has not satisfied his obligation to minimize his losses. And, by waiting to bring this claim after the tenancy ended, the Tenant afforded the Landlords no opportunity to take corrective measures during the tenancy. Had he done so, the Landlords would have been able to address those concerns.

A tenant who believes a landlord is not protecting their right to quiet enjoyment is at liberty to apply for an order pursuant to section 62(3) that the landlord comply with the *Act*. A tenant may also seek monetary compensation for a devaluation of their tenancy in the event the landlord sits idly by while another tenant breaches the tenant's rights. In this case I find the Tenant has submitted insufficient evidence to support his claim that his right to quiet enjoyment was affected by the upstairs tenants, and that he brought this to the Landlords' attention at the time.

Further, while a tenant should have control over the heat in their rental unit, I find the Tenant is estopped from claiming compensation at this time. Again, had the Tenant brought this to the Landlords' attention during the tenancy, the Landlord could have taken steps to address the issue. Similarly, the Tenant could have brought an application before the branch seeking an order that the Landlord provide the Tenant with control over his heat. Again, I find the Tenant did not take any such steps, thereby

failing to mitigate his losses. For reasons already espoused, I find he is estopped from bringing this claim at this time.

Rent Increase

I accept the Landlords' evidence that the Notice of Rent Increase was provided to the Tenant before the end of October 2016 such that the rent increase was valid. I also accept the Landlords' submissions that the rent increase was within the allowable amount for 2017, which was 3.7% at that time.

Tenant's Barbeque

The Tenant failed to submit any documentary evidence to support his claim for the cost to replace the side of his barbeque and handle. I therefore find he has failed to prove this claim.

As the Tenant has been unsuccessful in his claim, his request to recover the filing fee is denied.

Conclusion

The Tenant's claim for monetary compensation from the Landlord in the amount of \$35,000.00 is dismissed.

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

Dated: October 25, 2019

Residential Tenancy Branch