Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1079449 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S MNDCL-S FFL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act). The landlord applied for a monetary order in the amount of $11,088.38 for unpaid rent or utilities, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to retain the tenants' security deposit and pet damage deposit for any amount owing, and to recover the cost of the filing fee.

The tenants SM and YB (tenants), the principal for the numbered company MK (landlord), counsel for the landlord AS (counsel) and for the May 24, 2019 portion of the hearing only, an articling student for the tenants JE (articling student) attended the teleconference hearing and gave affirmed testimony. The parties were advised of the hearing process and were given the opportunity to ask questions about the hearing process during the hearing. A summary of the testimony and evidence is provided below and includes only that which is relevant to the hearing. Words utilizing the singular shall also include the plural and vice versa where the context requires.

The hearing commenced on May 24, 2019, and after 62 minutes, the hearing was adjourned to allow additional time for the parties to provide testimony and present their documentary evidence. On August 29, 2019, this matter was reconvened and after an additional 64 minutes, the hearing was adjourned again to allow additional time for closing submissions by both parties. On December 12, 2019, this matter was reconvened and after an additional 45 minutes, the hearing concluded.

The parties confirmed service of all relevant documentary evidence, and confirmed that they had the opportunity to review documentary evidence prior to the hearing. I find the parties were sufficiently served under the Act as a result.

Preliminary and Procedural Matters

At the outset of the hearing the parties confirmed their email addresses. The parties confirmed their understanding that the decision would be emailed to both parties and that any applicable orders would be emailed to the appropriate party for service on the other party.

Issues to be Decided

- Is the landlord entitled to a monetary order under the Act, and if so, in what amount?
- What should happen to the tenants' security deposit and pet damage deposit under the Act?
- Is the landlord entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

A copy of a tenancy agreement was submitted in evidence. Although the first tenancy began in 2016, the second tenancy agreement was signed on July 27, 2017 (newest tenancy agreement) and was scheduled to revert to a month to month tenancy as of July 31, 2018. As of July 27, 2017, monthly rent was $1,750.00 per month and was due on the first day of each month. The tenants paid a security deposit of $875.00 and a pet damage deposit of $875.00, which have accrued no interest under the Act, and which the landlord continues to hold.

The landlord's monetary claim of $11,088.38 is comprised as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Unpaid rent/loss of rent – Nov 2017 to Feb 2018	$7,000.00
2. Unpaid utilities	$865.84
3. Advertising costs	$152.25
4. Registered letter costs	$29.98
5. Travel costs to show unit #1	$346.50
6. Travel costs to show unit #2	$246.74
7. Travel costs to show unit #3	$435.13
8. Showing and repair costs (Travel costs #4)	$579.81
9. Repairs to re-rent	$1,433.14
TOTAL	**$11,088.38**

I note a mathematical error in the above-noted calculation provided by the landlord. I have added all 9 items and find that the actual amount totals $11,089.39, while only $1.01 more than the claim served on the tenants, I find the landlord is limited to the claim as served on the tenants, which was $11,088.38.

Regarding item 1, the landlord has claimed four months of unpaid rent and loss of rent in the total amount of $7,000.00. This amount is comprised as follows:

- November 2017 unpaid rent of $1,750.00
- Loss of December 2017 rent of $1,750.00
- Loss of January 2018 rent of $1,750.00
- Loss of February 2018 rent of $1,750.00

The landlord testified that the tenants provided their written notice that they would be vacating dated October 27, 2019, effective November 30, 2017. The landlord testified that the tenants had no right under the Act to end the tenancy early and that the landlord began to advertise the rental unit as of November 1, 2017 onwards until the rental unit eventually re-rented to new tenants, effective March 1, 2018. A copy of the tenancy agreement with the new tenants was submitted in evidence. The landlord testified that the new tenants paid the same rent amount that the tenants paid, $1,750.00. The landlord submitted a list of 28 entries for prospective tenants and stated that they eventually found suitable tenants. The landlord submitted that the landlord is not required to take the first tenants and are entitled to find suitable tenants for their rental unit.

The articling student and the tenants stated that the newest tenancy agreement should not be enforceable and was unconscionable under the Act as the tenants were intoxicated at the time they signed the newest tenancy agreement after an evening of drinking alcohol with the landlord. The tenants claimed that the landlord was “brow-beating” them to sign the newest tenancy agreement, which the landlord vehemently denied. Counsel submitted that the tenants did not state that the newest tenancy agreement was unconscionable in the cover letter of their response to the landlord’s application, nor did the tenants attempt to repudiate the newest tenancy agreement after they sobered up. Counsel referred to a 1917 Supreme Court decision where a contract of a drunken man is not void, but voidable upon sobering up, which counsel stated did not occur in this matter.

The tenants through the articling student stated that the newest tenancy agreement could not be enforceable and was unconscionable as the previous tenancy agreement was still in effect when the newest tenancy agreement was signed on July 27, 2017 as the previous tenancy agreement was not scheduled to end until July 31, 2017. Counsel stated that it is implied that the newest tenancy agreement begins as of July 31, 2017. Both parties provided their views on the addendum to the newest tenancy agreement. The articling student stated that the newest tenancy agreement was signed under duress and that the landlords intimidated and harassed the tenants over three hours to sign the newest tenancy agreement, which the tenants eventually signed as they stated that they felt defeated. The landlords vehemently deny that the forced the tenants to sign the newest tenancy agreement. The tenants testified that a one-year fixed-term was not something they wanted but eventually signed.

The tenants testified that they signed the newest tenancy agreement based on their age, poor health, and level of inebriation. The articling student submitted that the tenancy agreement should be found to be a month to month tenancy and that proper one-month notice to end the tenancy was provided, or in the alternative, that the conduct of the landlords was a breach of a material term of the tenancy agreement. Two emails from the tenants were presented, the first relating to a garage door, and the second email related to a shower rod. The articling student claims that those two emails would constitute advanced notice to end the tenancy based on a breach of a material term of the tenancy agreement.

The tenants stated that their swimming pool was not permitted as part of the newest tenancy agreement although a fence, security lighting and plugs were promised but not delivered by the landlords. Counsel submitted that the tenants took issue with the swimming pool issue and that the city bylaw required a fence to be around all pools and that the landlord’s position was a reasonable one to require the tenants to comply with the rules so that the landlords’ insurance requirements. Counsel submitted that the tenants’ suggestion that the relationship between the landlords and the tenants caused the male tenant health concerns that could lead to a breach of contract is without merit, as there were no emails from the tenants to suggest significant issues regarding an acrimonious relationship.

Counsel referred to an email about a shower rod from the tenants and then the tenants breached their fixed-term tenancy shortly after. Counsel also submitted that on the tenants’ cover letter in response to the application, the tenants write “this was the last straw” in relation to the tenants not receiving a similar countertop as the downstairs tenants and counsel stated that is not a reason to end a fixed-term tenancy.

Counsel submitted that the Act only provides specific reasons to end a fixed-term tenancy and that none of the approved ways were followed. Counsel submitted that the tenants did not apply for an order under the Act to end the tenancy early either. Regarding the doctor letters from the tenants the doctor writes that they recommend that the tenants “move out of their current residence for medical reasons”, which counsel states was very vague and does not state the medical reasons for providing that advice to the tenants. Counsel also submitted that the doctor did not provide a compliance letter to support a reason to end the tenancy under the Act, and was not a witness during the hearing so could not be cross-examined or provide direct testimony. Counsel stated that the letters from the doctor should either be excluded or given very little weight as the letters were written after a phone call between the tenants and the doctor was not a witness, and the letters were very vague in nature.

Finally, counsel submitted that since the tenants had no basis in law to end the tenancy, the liability for the unpaid rent and loss of rent flows from that fact. Furthermore, counsel stated that the landlord mitigated their loss by advertising the rental unit and eventually found a suitable tenant effective March 1, 2018. Counsel stated that some of the considerations of a suitable tenant was the prospective tenants providing sufficient evidence of their ability to pay rent, whether there were pets or not, etc.

The articling student stated that four months to find a new tenant was a failure to comply with section 7 of the Act, which sets out a duty for the landlord to minimize their loss. The articling student stated that four months was too long of a period and the advertising was insufficient mitigation under the Act. The articling student stated that the landlord could have posted a vacancy sign, which they did not do, post to more websites to advertise the rental unit, and post in coffee shops and other similar locations. The tenants argue that the landlords prolonged the process to re-rent the rental unit. The tenants also argue that because the landlords reside in Burnaby it would have been prudent to have a property manager in Kelowna to deal with the rental unit. The tenants also argue that a comprehensive list was not made available as to who wanted to rent the rental unit. The tenants referred to a news article submitted in evidence, which indicates that a vacancy rate of 0.2% and that the landlords should have had a lot of interest in the rental unit.

Regarding item 2, the landlords have claimed unpaid utilities in the amount of $865.84. The landlords have divided two amounts as follows in reaching the amount claimed:

Nov/Dec 2017 unpaid utilities $496.63

Jan/Feb 2018 unpaid utilities $369.20

The landlords also submitted invoices in support of the amount claimed. The tenants' response was that they should not be responsible for 60% of the utilities when they did not occupy the rental unit and due to what they allege was a breach of the tenancy agreement by the landlord described above. The tenants stated that they were not there to cook, use lights or heat and yet the landlord is seeking 60% of the utilities for the time period they were not in the rental unit.

Regarding item 3, the landlords have claimed $152.25 for the cost to advertise the rental unit once the tenants breached the fixed-term tenancy by vacating without permission to do so. The landlords submitted four advertisement amounts as follows:

November 2017 - $36.75
December 2017 - $36.75
January 2018 - $36.75
February 2018 - $42.00

The invoices were submitted in evidence for consideration. The tenants stated that based on the views of the advertising which totaled 3,503 views, the landlords should have been able to secure a new tenant earlier than they did. The landlords stated that they have the right to find a suitable tenant and not the first available tenant when re-renting a rental unit after a breach of a fixed-term tenancy.

Regarding item 4, the landlords have claimed $28.98 for registered mail costs related to their application and that the amount claimed includes a portion that was refunded by Canada Post for one package that was not received. The monetary order worksheet submitted indicated that the landlord paid $57.96 for registered mail and was refunded $28.98 for one of the packages, leaving a net amount claimed of $28.98.

Regarding items 5, 6, 7 and 8, the landlords have claimed four separate trips from Burnaby, where the landlords reside, to Kelowna where the rental unit is located. Items 5, 6, 7 and 8 are comprised as follows:

Item 5 - $346.50 (Nov 27-28, 2017)
Item 6 - $246.74 (Dec 27, 2017)
Item 7 - $435.13 (Feb 8-9, 2018)
Item 8 - $579.81 (Feb 27 – Mar 1, 2018)

The landlord stated that several trips were required to address several prospective tenants and that each trip included lodging, meals and gasoline. The tenants' response to items 5, 6, 7 and 8 were that the landlord made the decision to have a rental property in Kelowna even though they lived in Burnaby, and that the tenants are not responsible for that decision. The tenants also stated that what if the rental unit was in China, would tenants be responsible for paying those travel costs and if so, that this would set a precedent. The tenants also stated that an entire bedroom set was in the rental unit so there was no need for the landlords to stay at a hotel and to eat out when they could have cooked in the rental unit while they were in Kelowna.

Regarding item 9, the landlords have claimed $1,433.14 as the cost to repair damages to the rental unit by the tenants comprised as follows:

Rona $62.88
Cloverdale Paint 1 $195.20
Cloverdale Paint 2 $84.35
Cloverdale Paint 3 $64.71
Lock King $126.00
Labour $900.00

The landlord testified that on one wall, there was damage from a TV mount, and that the floor had to be cleaned due to quite a bit of scuffing. A copy of the incoming Condition Inspection Report was not submitted in evidence for my consideration. The landlord referred to photographic evidence, which was blurry, which I will address later in this decision. The landlord also submitted receipts in support of this portion of their claim.

The tenants responded by disputing that repairs were necessary as claimed by the landlords as the area of the fireplace was not painted when they moved in and that there was no invitation by the landlords to do an outgoing Condition Inspection Report. The tenants also state that the landlords claim a scratch on the kitchen floor was "so much worse now", which the tenants suggest supports that it was scratched at the start of the tenancy. The tenants stated that the countertops were porous and made out of some type of stucco material and was not food safe, and after just one year was extremely unhygienic. The tenants clarified that when they stated that the downstairs tenants were provided new countertops, that that was the "last straw" as the landlord laughed at them when they asked for new countertops and that the reaction of the landlord was the "last straw", not the countertops themselves.
The tenants presented a letter from KF, who was a former tenant of the lower unit in the rental home who resided in the rental unit at the same time the tenants were living

there. In the undated letter from KF (the letter), KF writes in part that the landlord backtracked on his approval regarding the pool in the backyard. Furthermore, KF writes in part that the landlord while a “nice guy” also showed an element of “amateurism” to the way he handled the rental property mainly by not giving 24-hour notice before popping by for a visit, which made KF question the professionalism of the landlord. Counsel submitted that as KF was not present as a witness to be cross-examined or provide direct testimony that the evidence should be excluded or given very little weight.

As the landlord has claimed against the tenants’ security deposit and pet damage deposit, the tenants’ signed letter dated October 27, 2017, refers to the combined deposits as follows:

> You have our damage and pet deposits, this equates to one month’s rent. This can be used for November, 2017’s rent.

As a result, I will deal with the security deposit and pet damage deposit below accordingly.

Analysis

Based on the documentary evidence presented, the testimony of the parties and on the balance of probabilities, I find the following.

Test for damages or loss

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the Act. Accordingly, an applicant must prove the following:

1. That the other party violated the Act, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did what was reasonable to minimize the damage or loss.

In the matter before me, the landlord bears the burden of proof to prove all four parts of the above-noted test for damages or loss.

Item 1 - The landlord has claimed four months of unpaid rent and loss of rent in the total amount of $7,000.00, which is described above. I will first address the validity of the newest tenancy agreement. I am not convinced by the argument presented by the tenants or the articling student that the newest tenancy agreement is either unconscionable or unenforceable. I find that parties entering into a new tenancy agreement as a fixed-term is coming to an end is reasonable and the choice for the tenants is either to sign a new tenancy agreement or refuse to sign a new tenancy agreement, at which point the latter scenario will result in the tenancy automatically reverting to a month to month tenancy agreement at the end of the initial fixed-term. I find there is insufficient evidence from the tenants to support that they were under duress. The legal definition of duress states:

> An unlawful threat or coercion used by a person to induce another to act (or refrain from acting) in a manner he or she would otherwise not (or would).
>
> Black's Law Dictionary, 6th Edition

Based on the above, I find the tenants' act of socially drinking alcohol with the landlord over the course of three hours does not constitute duress. I also find that there was insufficient evidence of "brow-beating" by the landlord as claimed by the tenants. Ultimately, the tenants had two choices, to either not sign a new tenancy agreement or the next, after they sobered up, they could have repudiated the newest tenancy agreement in writing, of which the tenants did neither. Therefore, I find there is insufficient evidence of duress.

I will now address the argument presented by the articling student and tenants that the start date of the newest tenancy agreement was before the end of the previous fixed-term. I am not convinced by this argument as the newest tenancy agreement comes into force as the previous tenancy agreement ends and as a result, I prefer the position of the landlord over that of the tenants in that the newest tenancy agreement came into force as of July 31, 2017, as stated by counsel during the hearing. Given the above, I find the newest tenancy agreement was legal and binding between the parties and I reject the argument that the newest tenancy agreement was a month to month tenancy.

I also afford the doctor notes from the tenants very little weight as I find the notes are lacking a medical reason by the doctor and instead simply reflect what was self-reported by the tenants. In reaching this finding, I also note that the doctor was not a witness, the notes were produced after the tenancy ended and not before, the doctor could not be

cross-examined and I am not convinced by a doctor's note without a stated medical explanation, which I find is reasonable to expect from a doctor's note.

In addition, I find the tenants provided insufficient evidence to support that the landlord breached a material term of the tenancy agreement and I find the two emails presented by the articling student do not support advanced notice of a breach of a material term. I am not convinced by the emails submitted that the tenants put the landlord on notice that if a breach of a material term was not corrected within a specific and reasonable time period, that the tenants would be ending the fixed-term tenancy. While the tenants may have been upset at the way the landlord responded to them about their request for new countertops, I find that the evidence presented does not support that the tenants had any lawful right to end the fixed-term tenancy early. Therefore, I find the landlord is entitled to some compensation under the Act, which I will now address as to the amount of that compensation.

I have reviewed the advertising presented by the landlord, 64 pages of correspondence with 28 prospective tenants and the communication between them. I have also reviewed the documents from the tenants regarding the vacancy rate in Kelowna and the statistics in the landlord's evidence, which support that 3,503 views occurred of the advertisement for the rental unit. I have also considered that the landlord rented to new tenants for the same monthly rental amount and did not increase the monthly rent. I also note that the landlord submits through their documentary evidence that while there were a lot of views for the rental ad, very few people contacted the landlord and even fewer requested showings of the rental unit.

Based on the above, I find the landlord has met the burden of proof and that the tenants breached section 45(2) of the Act, which applies and states:

> **Tenant's notice**
>
> **45**(2) A tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that
>
> (a) is not earlier than one month after the date the landlord receives the notice,
>
> (b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and
>
> (c) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

Based on the above, I find the tenants were not entitled to end as the fixed-term was not scheduled to end until July 31, 2018. In addition, I find the tenants breached section 26 of the Act, which requires that rent be paid on the date in which it is due in accordance with the tenancy agreement. As a result, I find the landlord is entitled to all four months of rent for unpaid rent and loss of rent as claimed by the landlord as claimed for November 2017 to February 2018 inclusive at $1,750.00 per month, for a total of **$7,000.00.** I find the steps taken by the landlord were reasonable and sufficient to meet the burden of proof. I find the tenants have provided insufficient evidence to support that the landlords purposely prolonged the process to re-rent the rental unit as the evidence presented by the landlord supports otherwise. I also find the landlord minimized their loss by securing new tenants effective March 1, 2018.

Item 2 – Consistent with my finding regarding item 1, I find tenants are also responsible for their 60% share of the unpaid utilities for the same time period as item 1, which was November 2017 to February 2018 inclusive. Therefore, I find the landlord has provided sufficient evidence to meet the burden of proof as I find the tenants breached the tenancy agreement by failing to pay their 60% share of utilities as follows:

Nov/Dec 2017 unpaid utilities $496.63
Jan/Feb 2018 unpaid utilities $369.20

I reject the tenants' objections as to being responsible for utilities when they were not residing in the rental unit as the tenants made the decision to vacate the rental unit and breach a fixed term tenancy, and are responsible for the utilities until the new tenants rented the rental unit, which was March 1, 2018. Therefore, I grant the landlord **$865.83** for this portion of their claim.

Item 3 – Given my findings regarding items 1 and 2 above, I find the landlord is entitled to the advertisement costs as the landlord was complying with section 7 of the Act and part four of the four-part test for damages and loss by minimizing their loss by advertising for new tenants. I have also considered the documents, which support the landlord paid the full amount claimed of $152.25. Therefore, I find the landlord has met the burden of proof and are entitled to the full amount claimed for this item in the amount of **$152.25.**

Item 4 – I dismiss this item without leave to reapply, as I find that registered mail costs associated with making a claim under the Act, are not recoverable.

Items 5, 6, 7 and 8 – The landlord has claimed the following for four separate trips from Burnaby, where the landlord resides to Kelowna, where the rental unit is located.

Item 5 - $346.50 (Nov 27-28, 2017)
Item 6 - $246.74 (Dec 27, 2017)
Item 7 - $435.13 (Feb 8-9, 2018)
Item 8 - $579.81 (Feb 27 – Mar 1, 2018)

I find the decision to operate a rental unit outside of the jurisdiction where a landlord resides is not the responsibility of the tenants and is one that the landlord must take responsibility for. In other words, I find the landlord has provided insufficient evidence to support that they are entitled to $1,608.18 for items 5 through 8, inclusive. While the landlord may be able to write off $1,608.18 as a business expense related to operating as a landlord, I agree with the tenants that the tenants are not responsible for these costs as the landlord made the decision to purchase and operate a rental unit in Kelowna while residing in Burnaby. Furthermore, I find the landlord has provided insufficient evidence to support that they complied with section 7 of the Act for this item as the landlord had the ability to reside at the rental unit based on the tenants undisputed testimony that a bedroom set was in the rental unit, and the landlord made the decision to stay at a hotel instead. Given the above, I dismiss items 5, 6, 7 and 8, due to insufficient evidence, without leave to reapply.

Item 9 – The landlords have claimed $1,433.14 as the cost to repair damages to the rental unit which the landlord indicates was caused by the tenants. I have reviewed the evidence and find that the photographic evidence is very blurry and therefore, I afford the photographic evidence very little weight. I also note that the tenants dispute that they damaged the rental unit. Furthermore, I find the incoming Condition Inspection Report dated July 7, 2016, supports that here was already damage to the flooring in the living room and dining room at the start of the tenancy. Given the above, I am not convinced that the tenants damaged the rental unit as claimed based on the evidence before me. Therefore, I dismiss this item without leave to reapply, due to insufficient evidence.
As the landlord's application was partially successful, I grant the landlord **$100.00** for the recovery of the cost of the filing fee, pursuant to section 72 of the Act.

I will now address the tenants' security deposit of $875.00 and the pet damage deposit of $875.00 that the landlord continues to hold. I find the tenants gave the landlord written permission to retain both deposits in the tenants' signed letter dated October 27, 2017, which reads in part:

You have our damage and pet deposits, this equates to one month's rent. This can be used for November, 2017's rent.

Based on the above, I find the tenants are not entitled to the return of either deposit and will instead offset the amount of the combined deposits of $1,750.00 from the landlord's monetary claim, which is described below.

Monetary Order – I find that the landlord has established a total monetary claim as follows:

ITEM DESCRIPTION	AMOUNT AWARDED
1. Unpaid rent/loss of rent – Nov 2017 to Feb 2018	$7,000.00
2. Unpaid utilities	$865.83
3. Advertising costs	$152.25
4. Registered letter costs	Dismissed
5. Travel costs to show unit #1	Dismissed
6. Travel costs to show unit #2	Dismissed
7. Travel costs to show unit #3	Dismissed
8. Showing and repair costs (Travel costs #4)	Dismissed
9. Repairs to re-rent	Dismissed
10. Filing fee	$100.00
SUB-TOTAL	**$8,118.08**
(Less combined security deposit & pet damage deposit)	-($1,750.00)
TOTAL OWING BY TENANTS TO THE LANDLORD	**$6,368.08**

Based on the above, I find the landlord has established a total monetary claim of $8,118.08 and pursuant to sections 38 and 67 of the Act, I grant the landlord authorization to retain the tenants' combined deposits of $1,750.00 in partial satisfaction of the monetary claim. Pursuant to section 67 of the Act, I grant the landlord a monetary order for the pursuant to section 67 of the Act, for the balance owing by the tenants to the landlord in the amount of **$6,368.08**.

Conclusion

The landlord's claim is partially successful.

The landlord has established a total monetary claim of $8,118.08. The landlord has been authorized to retain the tenants' full security deposit and pet damage deposit including $0.00 in interest of $1,750.00 in partial satisfaction of the landlord's monetary claim pursuant to sections 38 and 67 of the Act.

The landlord is granted a monetary order pursuant to section 67 of the Act, for the balance owing by the tenants to the landlord in the amount of $6,368.08. This order must be served on the tenants and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision will be emailed to both parties. The monetary order will be emailed to the landlord only for service on the tenants.

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: December 31, 2019

Residential Tenancy Branch