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 FFT, MNDCT, MNSD

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenants on May 07, 2019 (the "Application"). The Tenants sought compensation for monetary loss or other money owed, return of the security deposit and reimbursement for the filing fee.

The Tenants filed an amendment changing the monetary amount claimed from $9,855.24 to $8,835.95 (the "Amendment").

This matter came before me for a hearing August 09, 2019 and an Interim Decision was issued August 12, 2019. It came before me again October 15, 2019 and an Interim Decision was issued the same day. This decision should be read with the Interim Decisions.

The request for return of the security deposit was withdrawn at the August 09, 2019 hearing.

The Tenants appeared at the hearing. The Articled Student did not appear at the January 16, 2020 hearing. The Agent for the Landlord appeared at the hearing with Counsel. I explained the hearing process to the parties who did not have questions when asked. The Tenants and Agent provided affirmed testimony.

Service was addressed in the August 12, 2019 Interim Decision.

The parties were given an opportunity to present relevant evidence and make relevant submissions. I have considered all oral testimony of the parties and the evidence pointed to during the hearing. I have only referred to the evidence I find relevant in this decision.

Issues to be Decided

1. Are the Tenants entitled to compensation for monetary loss or other money owed?

2. Are the Tenants entitled to reimbursement for the filing fee?

Background and Evidence

The Tenants sought the following compensation:

Item	Description	Amount
1	Breach of quiet enjoyment	$6,145.00
	$5,145.00 as a 51% return of rent paid between May 01, 2017 to October 31, 2017, at $892.00 per month for six months	
	$1,000.00 for undue stress which led to increased health concerns	
3	Moving fees	$577.50
4	U-Haul moving fees	$88.45
5	Cost of pool permit	$175.00
6	Filing fee	$100.00
	TOTAL	**$7,085.95**

Two written tenancy agreements were submitted in evidence. The tenancy started July 23, 2016. Rent was $1,750.00 per month.

An addendum to the tenancy agreement was submitted. The parties agreed this related to the second written tenancy agreement and not the first written tenancy agreement. The Articled Student for the Tenants advised that the addendum was not viewed or signed by the Tenants until after the second tenancy agreement was signed.

Tenants' Submissions

The Articled Student made the following submissions. The Tenants put up a pool in the yard of the rental unit with the permission of the Landlord. There was no issue with this during the first year of the tenancy. This became an issue during the second year of the tenancy. The Landlord sent the Tenants demands to vacate if the pool and hot tub were not removed from the yard on June 30, 2017, July 30, 2017 and July 31, 2017. The Tenants completed a permit application for the pool which cost $175.00. The pool

permit and associated insurance fees were unnecessary because the pool was an above ground pool. The dispute over the pool is part of the breach of the Tenants' right to quiet enjoyment by the Landlord.

I asked the Articled Student if the Tenants looked into whether the pool permit and insurance were required. Tenant S.D.M. said they were told a permit had never been issued for an above ground pool but that if they needed one for their Landlord, they could obtain one. Tenant S.D.M. submitted that the Tenants were always accommodating in relation to the Landlord's requests.

Tenant S.D.M. referred to an incident on July 01, 2017 when the Tenants received a call from a friend of the Landlord's who worked for the city. He testified that the friend told the Tenants they had to comply with the Landlord's request to drain the pool. Tenant S.D.M. testified that the friend was verbally upset and demanding. He said the Tenants reluctantly drained the pool that day.

The Articled Student referred to the following evidence in relation to this issue. A letter from K.F. A letter from the Landlord to the Tenants dated June 26, 2017. A letter from the Landlord to the Tenants dated June 30, 2017. A letter from the Landlord to the Tenants dated July 30, 2017. A Permit Application Invoice dated August 03, 2017. A building permit and insurance documents. A photo of the pool.

Tenant S.D.M. raised an issue about the Landlord not giving the Tenants 24 hours notice before attending the rental unit. He made the following submissions and pointed to the following evidence.

The Tenants were never given written 24 hours notice. He referred to a cover letter in evidence which states the following:

- On May 27, 2017, the Landlord called and said he would like to drop by. Tenant Y.B. asked if he could another time. Half an hour later the Landlord rang their doorbell and they felt compelled to let him in.

- On June 30, 2017, the Landlord called and said he would like to drop by. The Tenants told him it was not a good time. The Landlord then showed up on their doorstep with a notice to evict if the Tenants did not empty their pool.

Tenant S.D.M. referred to a text in evidence where the Landlord stated, “Hi, wanted to let you both know there is a contractor that will be working on the garage downspouts tomorrow starting at 8 AM”. I do not see a reply to this text from the Tenants in evidence. The Tenants did not point to a reply in evidence.

Tenant S.D.M. confirmed the issue with the Landlord not providing notice as follows. The Landlord came over to the rental unit twice to deliver letters. Both times he called to ask if he could come over and the Tenants said no. The Landlord came over anyway. The Landlord failed to provide 24 hours notice about a contractor attending to work on the garage downspouts as shown in the text message submitted.

Tenant S.D.M. submitted that the Landlord intimidated the Tenants and threatened them with eviction. He pointed to the letters dated June 26, 2017 and July 30, 2017 about the pool. Tenant S.D.M. took issue with the letters of eviction not being in the approved form.

Tenant S.D.M. submitted that the Landlord was unresponsive to issues raised by the Tenants. He referred to nine emails submitted in evidence in which the Tenants raised issues about the dishwasher not working, aerating the lawn, the downstairs tenants leaving the garage door open, a shower rod and showing the unit. Tenant S.D.M. submitted that the emails show a pattern of the Landlord not responding to the Tenants and a lack of professionalism.

Tenant S.D.M. testified that the Landlord once provided them with utility bills amounting to $900.00 because the Landlord had neglected to send the Tenants the bills in a timely manner. Tenant S.D.M. testified that the Tenants had asked to receive the bills monthly when they came in.

Tenant S.D.M. testified about repairs the Landlord failed to do including the following. Old, unhygienic countertops that the Landlord would not replace. The fridge did not work and froze the Tenants’ food. A repairman attended about this and said the fridge was too old and he could not do anything about it. The dishwasher did not clean properly. The repairman said the dishwasher was too old. He tried to replace one piece; however, the dishwasher never worked. The hoses for the washer and dryer were never hooked up properly. Tenant S.D.M. testified that the Landlord never responded to the Tenants about these issues when raised.

Tenant S.D.M. submitted as follows. The Tenants were happy at the rental unit. It was not until May that things started to go wrong. It became difficult to live at the rental unit given the eviction letters, lack of notice, dispute about the pool, unresponsiveness of the Landlord, intimidation by the Landlord and false promises by the Landlord.

In relation to the effect of the Landlord's behaviour on the Tenants, Tenant S.D.M. testified as follows. The Landlord was relentless and confrontational. The Landlord created a stressful situation for the Tenants. The Tenants submitted doctors' letters about this. Tenant Y.B. had to increase her medication and take time off work due to the stress. He was not sleeping and had to take medication due to the stress. Every time the Landlord called or came over to the rental unit, the Tenants would be "shaking like a leaf". It got to a point where the Tenants did not want to talk to the Landlord. Even to this day, the Tenants are dealing with stress over breaking the lease and having to leave the rental unit.

In relation to the request for the moving fees, Tenant S.D.M. submitted that the Tenants are entitled to compensation for these because they did not plan to move but felt like they had no choice. Tenant S.D.M. testified that their doctor told them it was in their best interests to move. He said he was worried about Tenant Y.B.'s health. He reiterated that he could not sleep. Tenant S.D.M. testified that it was not the Tenants choice to move, that it was difficult to move but the Tenants felt like they had to leave and were forced to leave.

In their written submissions, the Tenants state the following. The Landlord breached their right to quiet enjoyment and privacy during the tenancy. The Landlord failed to install a chain link fence around the yard. The Landlord failed to ensure the downstairs tenants did their share of maintenance in common areas. The Landlord failed to install outdoor security lights and additional outdoor plugs as agreed. The Landlord threatened eviction in almost every encounter with the Tenants. The Landlord infringed on the Tenants' privacy by asking the downstairs tenants inappropriate and private questions about the Tenants.

Tenant S.D.M. referred to prior RTB decisions which had been submitted. He relied on a prior RTB decision to support the request for 51% of the rent back from May to October.

Landlord's Submissions

Counsel submitted that a number of the issues raised by the Tenants cannot lead to a finding that the Landlord breached their quiet enjoyment. Counsel referred to the letter from the Tenants to the Landlord dated October 27, 2017 about ending the tenancy. Counsel pointed out that the letter does not mention a breach of quiet enjoyment or things the Landlord failed to do. Counsel said the letter only mentions the health issue.

At the first hearing, the Agent for the Landlord testified that the pool failed at some point. Counsel for the Landlord stated that there was no issue with the pool at the start of the tenancy but when the pool failed the Landlord asked the city and his insurer about it and learned certain requirements in relation to the pool.

Counsel referred to the letter from the Landlord to the Tenants dated June 26, 2017 and made the following comments about it. The Landlord told the Tenants to comply with the city and insurer requirements if they wanted the pool. The Tenants did get a building permit for the pool but then advised it was not required. The Tenants could have advised the Landlord it was not required.

Counsel referred to a letter from the Landlord's insurer in evidence. The letter outlines requirements in relation to the pool. Counsel made the following submissions. It was reasonable for the Landlord to require the Tenants to comply with the conditions outlined in the letter by the insurer in relation to the pool. The Landlord could be open to liability if someone was injured in relation to the pool. The Landlord did not tell the Tenants they could not have the pool.

At the second hearing, I asked why the pool was not an issue during the first year of the tenancy but was during the second year of the tenancy. Counsel submitted that, as part of ongoing insurance, the Landlord asked about the pool and was provided the letter in evidence.

Counsel for the Landlord referred to a previous decision on File Number 1 relating to these parties and took the position that the decision impacts the Application. He submitted that the Arbitrator found that there was a fixed term lease between the parties and the Tenants were not entitled to end it. Counsel submitted that the previous decision touched on the pool issue and made findings in relation to the medical notes submitted. Counsel submitted that the Tenants are not entitled to compensation for the costs associated with moving given the findings in the prior decision.

Counsel referred to a Court of Appeal decision from 1990 in relation to a breach of quiet enjoyment. Counsel did not submit a copy of this case for consideration.

Counsel made the following submissions in relation to the 24 hour notice issue. The Tenants raise an issue in their cover letter at paragraph four about a discussion with the Landlord on the steps. Having a discussion on the steps of the rental unit is not entry to the rental unit. In relation to the May 27, 2017 incident outlined in the cover letter, the Tenants let the Landlord in which is consent. In relation to the June 30, 2017 incident outlined in the cover letter, notices to evict have service requirements. There is no evidence the Landlord entered the rental unit. The Landlord showing up at the door is not entry. There were no instances of the Landlord entering the rental unit without notice.

In relation to the allegation of harassment and intimidation, Counsel and the Landlord stated the following. The Landlord testified that the person who contacted the Tenants about the pool July 01, 2017 was a city employee and not his friend. Counsel submitted that the allegation of harassment and intimidation seems to be based on the letters about the pool and eviction. Counsel submitted that it was reasonable for the Landlord to tell the Tenants that they would be evicted if they did not comply with the requirements of his insurer. Counsel submitted that these letters cannot be characterized as harassment or intimidation.

Counsel made the following submissions in relation to the allegation that the Landlord did not respond to the Tenants when they raised issues. All the emails and correspondence relied on occurred before the tenancy agreement came into existence. The Landlord failing to respond does not amount to harassment or intimidation. In relation to the issue with the downstairs tenants not closing the garage door, there was nothing stopping the Tenants from dealing with this. Further, just because the Landlord did not respond does not mean the issue was not addressed. The Landlord's failure to respond is not a breach of quiet enjoyment as it is not disturbing the Tenants' use of the property.

Counsel and the Landlord made the following submissions in relation to the repair issues raised. The countertop was not a repair issue, the Tenants just wanted a different countertop. The dishwasher worked. The Landlord testified that the fridge was turned up too cold and just needed some adjustments. The Landlord said he is not sure the issue with the washer and dryer was raised with him.

Counsel made the following submissions in relation to the health issues raised. The evidence on this point is vague. There has been no opportunity to cross-examine the doctor who wrote the notes. The doctors' notes were issued after the Tenants gave notice ending the tenancy. One of the notes was issued one year after the tenancy ended and one in 2019.

Counsel took the position that the Tenants have not submitted sufficient evidence to support the claim. He submitted that the previous RTB decisions relied on are distinguishable.

Tenants' Reply

Tenant S.D.M. denied that the pool failed. Tenant S.D.M. submitted that the Landlord did not explain the situation with the pool to his insurer properly because the pool already complied with the city by-laws.

Tenant S.D.M. acknowledged that the Landlord did not enter the rental unit when he showed up at the door but said this still breached the Tenants' right to quiet enjoyment.

Landlord's Reply

In relation to the pool issue, Counsel submitted that the issue is not whether the Tenants complied with the city by-law, it is whether the Tenants complied with the requirements of the insurer.

Evidence and written submissions

Much of the evidence submitted by the parties is not relevant to the issues raised in this file and is only relevant to the issues raised in File Number 1.

The Tenants submitted the following documentary evidence of note:

- Notes from a doctor dated November 08, 2017, July 31, 2018 and July 22, 2019
- The notice dated October 27, 2017 from the Tenants to the Landlord ending the tenancy
- A letter from K.F. that states the Landlord asked him a couple questions about the Tenants
- Text messages showing they raised issues with the Landlord and the Landlord did not respond

The Landlord submitted the following documentary evidence of note:

- An invoice for appliance repair which was not explained during the hearing
- A letter from his insurer dated June 28, 2017 outlining requirements in relation to the pool
- Email correspondence showing the Tenants asked for their utility bills monthly after receiving the $900.00 bill

Decision on File Number 1

I have reviewed the decision on File Number 1. I note the findings of the Arbitrator in relation to the doctor notes from the Tenants at page 11. I note that the Arbitrator found the Tenants did not have a lawful right to end the fixed term tenancy early.

Analysis

Section 7 of the *Residential Tenancy Act* (the "*Act*") states:

> 7 (1) If a landlord…does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord…must compensate the [tenant] for damage or loss that results.
>
> (2) A…tenant who claims compensation for damage or loss that results from the [landlord's] non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Policy Guideline 16 deals with compensation for damage or loss and states in part the following:

> It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. In order to determine whether compensation is due, the arbitrator may determine whether:
>
> - a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
> - loss or damage has resulted from this non-compliance;
> - the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and

- the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

Pursuant to rule 6.6 of the Rules of Procedure, it is the Tenants as applicants who have the onus to prove the claim.

Breach of quiet enjoyment

The Tenants relied on section 28 of the *Act* which states:

> 28 A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:
>
> (a) reasonable privacy;
>
> (b) freedom from unreasonable disturbance;
>
> (c) exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 29 [landlord's right to enter rental unit restricted];
>
> (d) use of common areas for reasonable and lawful purposes, free from significant interference.

Policy Guideline 6 deals with the right to quiet enjoyment and states in part:

> A landlord is obligated to ensure that the tenant's entitlement to quiet enjoyment is protected. A breach of the entitlement to quiet enjoyment means **substantial interference** with the ordinary and lawful enjoyment of the premises. This includes situations in which the landlord has directly caused the interference, and situations in which the landlord was aware of an interference or unreasonable disturbance, but failed to take reasonable steps to correct these.
>
> **Temporary discomfort or inconvenience** does not constitute a basis for a breach of the entitlement to quiet enjoyment. **Frequent and ongoing interference** or **unreasonable disturbances** may form a basis for a claim of a breach of the entitlement to quiet enjoyment…

> A breach of the entitlement to quiet enjoyment may form the basis for a claim for compensation for damage or loss under section 67 of the RTA…In determining the amount by which the value of the tenancy has been reduced, the arbitrator will take into consideration the **seriousness** of the situation or the degree to which the tenant has been **unable to use or has been deprived of the right to quiet enjoyment of the premises**, and the **length of time over which the situation has existed.**
>
> (emphasis added)

The Tenants raise a number of issues that they say breached their right to quiet enjoyment including the following:

- The dispute over the pool
- The Landlord's friend calling about the pool issue
- The Landlord not giving written 24 hours notice
- The Landlord being intimidating and threatening
- The Landlord being unresponsive
- The Landlord delaying utility bills such that the Tenants owed $900.00
- The Landlord failing to do repairs
- The Landlord failing to follow through with promises
- The Landlord infringing on the Tenants' privacy by asking the downstairs tenants questions about the Tenants

I am not satisfied based on the evidence provided that these issues alone, or together, amounted to a breach of the Tenants' right to quiet enjoyment.

I find the following in relation to the pool issue. Based on the letter from the Landlord's insurer in evidence, I am not satisfied it was unreasonable for the Landlord to require the Tenants to comply with the requirements of his insurer in relation to the pool. Nor am I satisfied that the resulting dispute over the pool amounted to the Landlord breaching the Tenants' right to quiet enjoyment as this is explained in Policy Guideline 6. I do not find the letters sent by the Landlord to the Tenants about the pool issue to amount to a breach of the right to quiet enjoyment. I do not find the letters intimidating or threatening. The letters simply set out the Landlord's position about the pool issue and his view about renewing the fixed term tenancy. Further, there were a total of three letters issued to the Tenants about the pool issue over two months. This does not amount to a substantial interference.

The Tenants took issue with the form of the letters issued by the Landlord. The letters were not notices to end tenancy. They were letters setting out the Landlord's position about the pool and his view in relation to renewal of the fixed term tenancy agreement. There was no requirement that these be on an RTB form.

The Tenants allege that the Landlord's friend called them about the pool issue. The Landlord denied that the person was his friend. The Tenants have not submitted sufficient evidence to support their position. I am not satisfied the Landlord's friend called the Tenants about the pool issue and am not satisfied the Landlord is responsible for this incident.

In relation to the issue raised about the Landlord not giving written 24 hours notice, the notice requirements in the *Act* are as follows:

> 29 (1) A landlord **must not enter a rental unit** that is subject to a tenancy agreement for any purpose **unless** one of the following applies:
>
> (a) **the tenant gives permission at the time of the entry** or not more than 30 days before the entry;
>
> (b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:
>
> (i) the purpose for entering, which must be reasonable;
>
> (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees…
>
> (emphasis added)

I am not satisfied based on the evidence provided that the Landlord entered the rental unit in breach of section 29 of the *Act* during the tenancy. The Landlord was permitted to attend the rental unit and knock on the door. This is not entry into the rental unit and is not covered by section 29 of the *Act*. If the Tenants allowed the Landlord to come into the rental unit, the Landlord was permitted to do so pursuant to section 29(1)(a) of the *Act*.

In relation to the text about a contractor attending to work on the garage downspouts, I am not satisfied the Tenants raised an issue with this at the time. If the Tenants took

issue with the contractor attending at the proposed time, they should have advised the Landlord of this. I am not satisfied the Tenants are now entitled to compensation in the absence of evidence that they objected to the contractor attending.

I acknowledge that there could be a situation where a landlord attends a rental unit at unreasonable hours, an unreasonable number of times or for purposes that are not reasonable and that this could amount to a breach of the right to quiet enjoyment. However, these are not the circumstances that have been proven here.

The Tenants have not provided sufficient evidence that the Landlord was intimidating or threatening during the tenancy. For example, the Tenants have not submitted correspondence between the parties that supports this. The Tenants have not submitted other evidence to support their verbal testimony about this issue. I am not satisfied the Landlord was intimidating or threatening during the tenancy.

In relation to the allegation that the Landlord was unresponsive, I have reviewed the correspondence submitted in this regard. I find some of the correspondence did not require a response. Further, I am not satisfied the Landlord did not respond to all of the correspondence submitted as the submissions seem to be contradictory on this point.

For example, the Tenants write that they got no response about their emails regarding aerating the lawn. Yet in their cover letter the Tenants write, “Due to the fact the yard had not been maintained in many years and needed some TLC we spent over $200 in grass seed and aeration. [The Landlord] offered to pay for the one that cost the least.” From this statement it seems that the Landlord did respond regarding this issue.

Further, the Tenants submit that the Landlord did not respond to an email about getting a new shower rod. Yet the cover letter states, “In October we told [the Landlord] about a minor thing. The shower curtain rod was rusted and had ruined [an] expensive cotton curtain. He said he would be up to have a look the next week.” From this statement it seems that the Landlord did respond regarding this issue.

I acknowledge that the Tenants did not like the Landlord’s response to either issue noted above; however, I am not satisfied the Landlord did not respond which is the allegation. In the circumstances, I am not satisfied based on the evidence that the Landlord was unresponsive to such an extent that it amounted to a substantial interference with the ordinary and lawful enjoyment of the premises.

In relation to the utility bill issue, I am not satisfied that the Landlord delaying giving utility bills one time amounts to a substantial interference with the ordinary and lawful enjoyment of the premises. Further, it seems from the correspondence submitted by the Landlord that the Tenants raised the issue of receiving the bills more often after this occurred, not before. I acknowledge that this incident may have been frustrating for the Tenants; however, the Tenants owed for utilities and would have been aware that there were costs associated with this each month. I do not find a delay in getting the bills to be a breach of the right to quiet enjoyment.

In relation to the Landlord failing to do repairs, I do not accept that the Tenants are entitled to compensation for this issue. If the Landlord was required to do repairs during the tenancy that were not done, it was open to the Tenants to make an application to the RTB for an order that the Landlord complete the repairs. This would have been a reasonable way to deal with the repair issues and I would expect the Tenants to have done this to mitigate any loss in this regard. I do not accept that it was reasonable to not take this step and wait approximately one-and-a-half years after the end of the tenancy to seek compensation for a lack of repairs during the tenancy.

In relation to the allegation about the Landlord not following through with promises, the Tenants did not expand on this during the hearing. I am not satisfied the Tenants have provided sufficient evidence in relation to this issue.

In relation to the Landlord infringing on the Tenants' privacy, I have read the letter from K.F. and do not find that it supports that the Landlord asked questions about the Tenants that amounted to a substantial interference with the ordinary and lawful enjoyment of the premises.

In the circumstances, I am not satisfied the Tenants have proven that the Landlord breached their right to quiet enjoyment during the tenancy.

Undue stress

In relation to the request for $1,000.00 for undue stress, I am not satisfied based on the evidence provided that the Landlord's behaviour during the tenancy was such that the Tenants are entitled to compensation on the basis of undue stress. I do not find that the evidence provided supports the Tenants' position about this issue.

Further, I place no weight on the doctor's notes submitted for the same reasons outlined in the decision on File Number 1. It is also for this reason that I decline to award the Tenants the compensation sought for undue stress.

Moving fees

In relation to the moving fees, I am not satisfied the Tenants are entitled to compensation for these. I am not satisfied based on the evidence provided that the Landlord forced the Tenants to move or that the Landlord's behaviour was such that the Tenants had no other choice but to move. I do not find that the evidence provided supports the Tenants' position on this. I find based on the notice in evidence that the Tenants ended the tenancy. I find this was the Tenants' choice. The Landlord is not responsible for paying the associated costs of moving.

Pool permit

In relation to the cost of the pool permit, I am not satisfied the Tenants are entitled to compensation for this issue. I am not satisfied based on the evidence provided that the Landlord breached the *Act*, regulations or tenancy agreement in relation to the pool permit issue. Further, if a pool permit was not required then the Tenants should not have purchased one.

Filing fee

Given the Tenants were not successful in this application, I decline to award them reimbursement for the filing fee.

Summary

In summary, I am not satisfied based on the evidence that the Tenants have proven a breach of the *Act*, regulations or tenancy agreement. I therefore am not satisfied the Tenants are entitled to compensation. The Application is dismissed without leave to re-apply.

Conclusion

The Application is dismissed without leave to re-apply.

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

Dated: February 10, 2020

Residential Tenancy Branch