



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDCT, MNSD, FFT

### Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution filed on December 18, 2019, in which the Tenant requested monetary compensation from the Landlord in the amount of \$10,950.80, return of her security deposit and recovery of the filing fee.

The hearing of the Tenant's Application occurred over three separate hearing days on May 21, 2020, June 18, 2020 and August 11, 2020. In total the hearing occupied nearly three and a half hours of hearing time.

Both parties called into the hearings and were provided the opportunity to present their evidence orally and in written and documentary form and to make submissions to me. The Tenant was also assisted by her mother, G.M., who provided the majority of testimony and submissions on behalf of the Tenant. The Tenant's mother stated that she had power of attorney over her daughter's financial and legal affairs.

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 parties' respective submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision.

### Preliminary Matter—Date and Delivery of Decision

The hearing of the Tenant's Application concluded on August 11, 2020. This Decision was rendered on September 15, 2020. Although section 77(1)(d) of the *Residential Tenancy Act* provides that decisions must be given within 30 days after the proceedings, conclude, 77(2) provides that the director does not lose authority in a dispute resolution proceeding, nor is the validity of the decision affected, if a decision is given after the 30 day period.

### Issues to be Decided

1. Is the Tenant entitled to monetary compensation from the Landlord?
2. What should happen with the Tenant's security deposit?
3. Should the Tenant recover the filing fee?

### Background and Evidence

The Tenant's mother testified as follows. She confirmed that the Tenant rented a basement suite in the Landlord's home. A copy of the residential tenancy agreement was also provided in evidence and which confirmed that this tenancy began June 1, 2019. The rent was \$995.00 per month.

The Tenant's mother confirmed that the tenancy ended the last week of October 2019.

In her Application, the Tenant claimed return of all rent paid on the basis that the Landlord harassed her during the tenancy. The Tenant also sought the sum of \$5,000.00 for "pain and suffering", her moving costs, the cost to print materials for the purposes of this Application and recovery of the filing fee.

The Tenant's mother stated that due to issues with the Landlord, the Tenant spent little time at the rental unit, opting to stay at her parents' house, or "couch surfing" at times when she could not be at her parents'. She also claimed that the Tenant moved out due to advice from the City that the rental unit was an unsafe place for her to be, as well as advice from medical professionals that the tenancy was having a negative effect on her mental health.

In terms of the Tenant's claim that the Landlord harassed her, the Tenant's mother stated that the Landlord did monthly inspections with "false reasons" to enter the rental unit. She confirmed that the Landlord provided proper legal notice but argued the reasons were not reasonable, noting that the Landlord came in once claiming the washer was off balance when it wasn't.

The Tenant's mother stated that the harassment all began at the end of June 2019, when the Tenant did not turn the dials off on the gas stove. She stated that the appropriate "on and off" was not visible to the Tenant due to the Tenant's eyesight. As a result, the Tenant's mother asked the Landlord to provide visible indicators and alarm and the Landlord provided the Tenant's mother with the alarm but when they plugged it in the alarm went off.

The Tenant's mother continued that from that moment forward, the Landlord created a constant need to inspect the rental unit. She confirmed that the monthly checks, were done with a proper notice of entry, but sometimes the Landlord "made up reasons" to attend.

The Tenant's mother also referred to a letter the Landlord sent to the Tenant wherein the Landlord wrote that the Tenant left the gas stove on *twice*. She stated that this was false as she only did it once. A copy of this letter as well as the Tenant's detailed response was provided in evidence.

The Tenant also alleged that after June 29, 2019, the Landlord was also constantly looking in the Tenant's windows. In support of this accusation, the Tenant's mother referred to a text message she sent to the Landlord in July 2019 wherein she accused the Landlord of peeking in the windows. Additionally, the Tenant's mother testified that she personally saw the Landlord "peeking, gawking and lurking" in the Tenant's dining room window one day when the Landlord was trying to post a notice to end tenancy on the door. She did not provide specific details as to when this was to have occurred.

The Tenant's mother confirmed that the Landlord's deck overlooks the Tenant's window such that when the Landlord is on her deck she can easily see into the Tenant's window. She stated that two of the windows in the rental unit are in the Tenant's private space and three of the windows are in the Landlord's shared space. She also noted that two of the windows have a "lacy valance", but not a proper window treatment and claimed that they asked the Landlord if they could put up blinds, or if the Landlord would do so, and the Landlord said no. The Tenant provided photos of the window in evidence before me.

The Tenant's mother claimed that the Tenant felt harassed as the Landlord restricted the hours the Tenant was able to do laundry. She stated that the Landlord's request that the Tenant do her laundry before 9:00 p.m. was unreasonable as the Tenant works and goes to school such that sometimes she could do laundry during the day and sometimes she couldn't.

The Tenant also alleged that the Landlord made it difficult for the Tenant to pay rent. The Landlord wanted electronic transfers, rather than cheques alleging the Tenant would write them out wrong. The Tenant was introduced to the Landlord as "S.", yet that is not her legal name. The Tenant's mother claimed she had never heard the Landlord's legal name of, J.B. until the hearing before me. She also stated that when the Tenant attempted to write cheques to her, the Landlord refused to accept them and claimed there were legal requirements regarding the writing of cheques which did not in fact exist.

The Tenant's mother also drew my attention to text communication between her and the Landlord regarding the payment of rent. She stated that they wrote the cheques out to S. as that was the name the Landlord used. She alleged that the Landlord made it difficult for the Tenant to pay rent by not disclosing her full legal name and then issuing notices to end tenancy for unpaid rent.

Introduced in evidence were letters from the Landlord which the Tenant's mother characterized as harassing. In one such handwritten letter from the Landlord to the Tenant the Landlord informs the Tenant of her intention to enter the rental unit to look at the washing machine. In another letter from the Landlord to the Tenant the Landlord writes of her concerns with Tenant leaving the gas on as well as the bags of garbage outside the rental unit. The Landlord also wrote that the Tenant disconnected the carbon monoxide alarm. In this letter the Landlord also writes that it has been a "rocky tenancy" and gives the Tenant the option to end her tenancy with two weeks notice.

The Tenant responded to this letter in writing denying the Landlord's assertions that she posed a safety risk. The Tenant also wrote that she believed some of the issues occurring in the tenancy were due to her mother and the Landlord's conflict.

In terms of the Tenant's claim regarding the Landlord entering her rental unit, the Tenant's mother reiterated that the Landlord made up a false reason to inspect the washing machine, when she was just annoyed the machine was being used after the agreed upon 9:00 p.m. end time for laundry. She did not provide another example.

The Tenant's mother also noted that the Landlord provided a picture of her friend, with her garden hose, in the Tenant's rented courtyard. The Tenant felt the Landlord was "lurking" by being in the Tenant's private courtyard space.

The Tenant's mother directed my attention to photos submitted by the Tenant in evidence which showed the bedroom window as not having proper egress, and cars parked on the street, which, according to the notations on the photos the Tenant viewed as blocking her access to a "drop off spot".

The Tenant's mother also alleged that even though the Tenant was giving the full damage deposit back the Landlord made all sorts of false allegations about the Tenant damaging the property, which she characterized as another example of the Landlord harassing the Tenant.

The Tenant testified as follows. She confirmed she felt the Landlord was "lurking" and looking into her windows. The Landlord also accused her of leaving garbage bags outside which were in fact clothes.

The Tenant stated that she felt harassed by the Landlord to such an extent that she didn't want to stay at the rental unit. She claimed that between June-October she stayed at the rental unit only six times. She stated that she didn't move out completely "because that takes time". She stated however, that eventually she felt "forced out". As a result, she requested return of all her rent paid as well as compensation for the cost of moving.

In response to the Tenant's claims the Landlord testified as follows. The Landlord stated that she disagrees with the Tenant's allegations and does not understand the Tenant's claims.

The Landlord stated that the only communication between the Tenant, and the Tenant's mother and the Landlord was by text message. She included these messages in evidence and denied that her part in this communication was harassing in any way.

In terms of the issues with the Tenant paying rent, the Landlord stated that she goes by "S." because most people do not know how to say her name. She noted that the residential tenancy agreement clearly sets out her legal name. The Landlord stated that she was given cheques in the name "S." but required cheques in her legal name in order to cash. She further stated that the only time she contacted the Tenant was when

the rent was late, or when she had cheques which were not honoured by the bank due to the incorrect name being used on the cheque.

The Landlord stated that she provided a notice of entry to inspect the washing machine as she heard noises after midnight which sounded like the machine was imbalanced, or faulty. She gave the Tenant proper written notice, which was posted on the door on June 26 and informed the Tenant she intended to inspect the washing machine. The Landlord noted that there were numerous emails prior to that date where the Landlord tried to arrange a time to meet with the Tenant about the washing machine.

The Landlord also testified that she also observed garbage bags outside the rental unit when she was cleaning the patio area and watering the flowers. She confirmed she was concerned that the garbage would attract rodents and communicated with the Tenant about this.

The Landlord stated that at that time there were two occasions where the Tenant had left the gas on such that she was concerned about her safety and her home. She confirmed she provided notice to enter the rental unit for the purposes of inspecting the gas.

The Landlord denied the Tenant's allegation that she was "lurking" or "looking in her windows". She noted that there was a flower bed in front of the suite window and testified that it was understood that she would water the plants. She also noted that there is a water tap outside the Tenant's kitchen window. She stated that the Tenant may have seen her out there watering, but testified that she never went down the stairs except to post notices on the rental unit door.

Near the end of the Landlord's testimony on the last day of the hearing on August 11, 2020, she stated that the Tenant did not have access to her back yard and characterized the Tenant as "trespassing" by taking a photo of the rental unit from the Landlord's backyard. At that time the Tenant began swearing and yelling and accusing the Landlord of lying. The Tenant refused to calm down and disconnected from the hearing. The Tenant's mother continued with the hearing at that time and the Tenant did not reconnect.

In terms of her general interactions with the Tenant, the Landlord stated that she felt uncomfortable dealing with the Tenant and her mother as they accused her of being "anal" and other such derogatory terms. The Landlord confirmed that she was so

concerned about those interactions that she had her friend J. come with her to do an inspection as she hoped that would diffuse the situation.

The Landlord also testified that she returned the damage deposit to the Tenant twice and it was never picked up. The Landlord confirmed that she received the Tenant's forwarding address on November 5, 2019. She then sent a letter enclosing a cheque with the security deposit on November 14, 2019. As of December 2019, the Tenant had not cashed the cheque at which time the Landlord sent a text to the Tenant with a photo taken at the post office of the cheque, and the letter. The Landlord stated that the letter was returned to her on January 9, 2020 following which she sent it again to the Tenant on January 13, 2019. When the Tenant did not cash the cheque as of February 2020, the Landlord sent a further text message to the Tenant asking her how she could return the deposit. She noted that she had already paid \$11.00-15.00 for the registered mail packages sent to the Tenant. She stated that she then sent a text message to the Tenant and her mom and sent another copy of the cheque. After this G.M. responded and thanked the Landlord for sending it.

The Landlord noted that the Tenant's mother alleged she made "numerous requests for safety", when in fact no such requests were made.

In reply to the Landlord's testimony, G.M. testified that the tenancy agreement specifically provided that the court yard was private and for the Tenant's use only.

G.M. also stated that the Landlord entered the laundry room before she posted the notice of entry.

### 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](http://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.

In this case the Tenant seeks monetary compensation from the Landlord in the amount of \$10,950.80 including reimbursement for all rent paid during her tenancy, photocopying costs, moving costs, and compensation for pain and suffering for what she felt was an intolerable tenancy.

As discussed during the hearing, administrative costs such as photocopying and document preparation are not recoverable under the *Act*; accordingly, I decline the Tenant's request for \$45.57 in printing costs.

The Tenant seeks return of all rent paid. While not specifically pled, the Tenant submissions indicate her basis for compensation relates to an alleged breach of her right to quiet enjoyment.

A tenant's right to quiet enjoyment is protected under section 28 of the *Residential Tenancy Act*, which reads as follows:

**Protection of tenant's right to quiet enjoyment**

**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.

*Residential Tenancy Policy Guideline 6—Right to Quiet Enjoyment* provides in part as follows:



“ ...

Frequent and ongoing interference by the landlord, or, if preventable by the landlord and he stands idly by while others engage in such conduct, may form a basis for a claim of a breach of the covenant of quiet enjoyment.

...

Temporary discomfort or inconvenience does not constitute a basis for a breach of the covenant of quiet enjoyment.

...

A landlord would not normally be held responsible for the actions of other tenants unless notified that a problem exists, although it may be sufficient to show proof that the landlord was aware of a problem and failed to take reasonable steps to correct it.

...

In determining the amount by which the value of the tenancy has been reduced, the arbitrator should take into consideration the seriousness of the situation or the degree to which the tenant has been unable to use the premises, and the length of time over which the situation has existed.

...

After consideration of the evidence before me, the testimony of the parties, and the submissions made, I find the Tenant has failed to prove the Landlord breached section 28 of the *Act*.

Like many tenancies in British Columbia, the rental unit is located in the Landlord's home. Such living arrangements can be very beneficial for landlords and tenants as this can facilitate efficient communication and regular maintenance of the unit. At times, due to close proximity landlords and tenants become friends and the tenancy lasts years to the parties' mutual benefit. Such arrangements can, however, create issues in the tenancy, as arose in this case.

The evidence indicates that the Tenant left the gas on in the rental unit. The Tenant's mother testified that this was not discovered until her mother came over for a visit. In written submissions the Tenant wrote that she has a decreased sense of smell due to injuries to her nose. In any case, this was no doubt concerning to the Landlord who resides in the same home. Whether the Tenant left the gas on once or twice, this situation seems to have tainted the communication between the parties as the Landlord was clearly concerned about the safety of her home and the Tenant felt criticized by the Landlord.

This incident also seems to have prompted the Landlord to exercise her right to inspect the rental unit monthly. A Landlord's right to enter a rental unit is set out in section 29 of the *Act* which reads 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;

(c)the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;

(d)the landlord has an order of the director authorizing the entry;

(e)the tenant has abandoned the rental unit;

(f)an emergency exists and the entry is necessary to protect life or property.

(2)A landlord may inspect a rental unit monthly in accordance with subsection (1) (b).

While the Tenant may have felt the Landlord's reasons to inspect the rental unit were "unreasonable", I do not agree. I find, based on the evidence before me, that the Landlord's inspections of the rental unit were done in accordance with section 29. In each instance, the Landlord provided the Tenant with details as to her reason for entering the unit, and those reasons related to the safe operation of her washing machine, the concerns the Tenant raised with the gas stove dials, and the smoke detectors. These were not frequent and ongoing disturbances, nor were they a breach of the Tenant's right to privacy; rather, they were reasonable entries to the rental unit.

It is notable that although the Tenant's mother alleged the Landlord's request to inspect the washing machine was meritless, the Tenant provided in evidence a hand-written note wherein she listed concerns and requests for repairs to the rental unit. In this list, the Tenant wrote that the noise from the washing machine needed to be inspected. This suggests to me that the washing machine was malfunctioning and warranted the Landlord's request to enter the rental unit for inspection.

Neither the Tenant, nor her mother, were able to provide any further examples of times the Landlord entered the rental unit for alleged unreasonable reasons. I therefore find they have provided insufficient evidence to support a finding that the Landlord breached the Tenant's right to quiet enjoyment by inspecting the rental unit on a monthly basis.

The Tenant and her mother alleged the Landlord was "lurking" around the rental unit prior to posting notices to the door. The evidence indicates that when the rent cheques received by the Landlord were not honoured by her bank, the Landlord also posted notices to the rental unit door. Posting to the door is an approved method of service under the *Act*. I do not accept the Tenant's assertions that this is a breach of her right to quiet enjoyment.

The Tenant's mother argued that the tenancy agreement specified that the Tenant was to have exclusive possession of the outdoor area adjacent to the rental unit and that by entering the area the Landlord breached the Tenant's right to quiet enjoyment and reasonable privacy. The Landlord testified that there was "an understanding" that she would have access to this area to access the outdoor water faucet for the purposes of caring for her gardens.

I have reviewed the tenancy agreement and confirm it makes no reference to this outdoor area. I accept the Landlord's testimony that she accessed the faucet in this area for gardening purposes. Certainly, more clarity regarding this area might have reduced the conflict between the parties, however, based on the evidence before me I do not find the Landlord breached the Tenant's right to reasonable privacy by entering this area to access the faucet.

The Tenant alleged the Landlord peeked in her windows. This was adamantly denied by the Landlord. The parties shared a home and it is not unreasonable that the Landlord may have seen in the Tenant's windows on occasions, just as it would not be unreasonable for the Tenant to see inside the Landlord's windows. I am not satisfied, based on the evidence before me, that the Landlord purposely "peeked" in the Tenant's windows in an overt attempt to breach her right to privacy.

The parties appear to have communicated primarily via text message. Much of the evidence before me included these messages and most of which dealt with the issues related to the rent cheques. In this respect the Tenant alleged the Landlord made it difficult to pay her rent, which was yet another example of the Landlord's harassing behaviour.

I do not accept the Tenant's mother's testimony that she had never heard of the name J.B., as while the Landlord may have introduced herself to the Tenant and her mother as "S.", her full legal name was noted on the tenancy agreement as J.B. It appears the Tenant's rent cheques were written out to S., such that they were not able to be cashed by the Landlord at her bank. The Landlord's request that the cheques be written in her legal name was not an unreasonable request and certainly not a form of harassment.

The evidence indicates the Tenant communicated her concerns to her mother, who in turn sent text messages to the Landlord. This communication was provided in evidence before me and included the following text communication between the Tenant's mother and the Landlord in October of 2019:

"you were lurking around to personally hand her a notice of unjustification notice of eviction. Only based on you wanting your full name on a check. How old are you. Or is it your adolescences or manipulation you present. Witch ever again STOP it..."

The Landlord responded by sending the Tenant's mother a wiki link to how to write a check to which the Tenant's mother further responded as follows:

"What I a matter with you it's 1130"

"Look you are acting like an anal crazy women enough....it truly doesn't matter the bottom line is there is no legislation and the bank has no problem YOUR BANK so get over it

Leave me allow and my daughter at once

This is your final written notice

Alone

The Landlord responded on October 4, 2019 as follows:

"Hello [G.] i have just gone to your bank and they have cashed the cheque. Could you please put both my first and last name on the cheque next month to save me the aggravation and you . I do not go to your bank normally and my bank is closer to my home . [J.B.]"

The Tenant's mother responded as follow:

"Look I told you to leave me alone. I'm not doing anything for you as this is a game you play and manipulate and twist everything to make it about my daughter and my self to have power and to be a bully. I will not stand for it anymore. I don't care where you

cash your check I give you but I will write it as I write it and you can cash it anywhere you like.

I will not have you tell me, who me how to write a check. After all of this game playing you have done. "Really [S.]" You have the nerve to ask me anything....especially when you made it about the bank not willing to cash it. From my experience this is borderline narcissistic behaviour. Manipulate at its finest. Again as I stated your very own bank would have took the check and the last one wrote the same way....go [f\*&k] yourself [S.]

And stay away from me my daughter her rented area."

[Reproduced as written, except to remove identifying names and profanity.]

The text communication continues into late October with the Tenant's mother communicating with the Landlord about parking, the Tenant's mother threatening to report the rental unit as an illegal suite and further communication regarding the Tenant moving out. The Landlord also provided copies of text communication she received from the Tenant. I find it unnecessary to reproduce any more of this communication in this my decision; that said, I find, these texts to be evidence of the Tenant and her mother's unnecessarily combative and aggressive communication with the Landlord.

The combative and aggressive communication shown in the electronic communication was also present during the hearing before me. Both the Tenant and her mother made disparaging and derogatory remarks about the Landlord. The Tenant's mother, who provided the vast majority of testimony and submissions, made general allegations of wrong doing against the Landlord and reacted negatively when I requested clarification or further details of these allegations.

Similarly, and as noted earlier, during the Landlord's testimony the Tenant erupted in anger. She began swearing and yelling at the Landlord until such time as she disconnected from the hearing. This occurred immediately after the Landlord alleged the Tenant had trespassed on the Landlord's property to take photos in preparation for this hearing. After the numerous negative comments made by the Tenant and her mother about the Landlord during the hearing, this was the only accusatory statement made by the Landlord about the Tenant. Although hearings before the Residential Tenancy Branch can be stressful for participants and cause them to act in ways which may be uncharacteristic, on balance, I find that the Tenant's reaction to be indicative of her reactions during the tenancy.

The Tenant alleged the Landlord harassed her to such an extent that her tenancy became intolerable and she was forced to move. The evidence before me does not

support such a finding. Rather, I find the Tenant and her mother equally participated in, and to a larger extent, initiated the conflict in the tenancy.

I find the Tenant's, and her mother's response to the Landlord requesting cheques made out in the Landlord's legal name was unreasonable. The tenancy agreement clearly indicated the Landlord's name and it was the Tenant's responsibility to ensure her cheques would be honoured.

I also find that the Tenant and her mother viewed the Landlord's actions with an unnecessarily critical eye. I accept the Landlord's evidence that she accessed the faucet outside the rental unit for the purposes of watering her garden. I find the Tenant and her mother's characterization of the Landlord "lurking" and "peeking" to be unfounded and unnecessarily combative.

The Landlord gave the Tenant the option of ending her tenancy early and providing only two week's notice. The Tenant declined this option claiming that moving out fully is time consuming. Had the Tenant been negatively affected by the tenancy to the extent she claimed, it would have been reasonable for her to accept this offer and end her tenancy on two weeks notice.

I am not satisfied the Tenant is entitled to compensation for pain and suffering, nor did the Tenant provide any justification for her request for \$5,000.00.

I therefore decline the Tenant's request for compensation from the Landlord as I find she has failed to prove the Landlord breached the *Act*; this includes her request for return of all rent paid, compensation for pain and suffering and moving costs.

The evidence indicates the Tenant received her security deposit. Based on the Landlord's testimony, which I accept, and the text communication between the parties, including the photo of the cheque and envelope sent to the Tenant, I find the Landlord made her best efforts to return the deposit to the Tenant in a timely fashion and any delay in its receipt was solely due to the Tenant's failure to collect her mail. I therefore dismiss the Tenant's request for return of her deposit.

As noted, the Tenant's request for compensation for printing costs is also dismissed.

Having been unsuccessful in this Application, I also dismiss the Tenant's claim for recovery of the filing fee.

Conclusion

The Tenant's claim for monetary compensation from the Landlord, return of her security deposit and recovery of the filing fee is dismissed without leave to reapply.

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: September 15, 2020

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Residential Tenancy Branch