



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, MNDCL-S, MNRL-S, FFL

Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for a monetary order for damages of \$4,709.47, and a monetary order for damage or compensation for damage under the Act of \$220.16, and a monetary order for unpaid rent in the amount of \$10,500.00, retaining the Tenants' security deposit to apply to these claims; and to recover the \$100.00 cost of their Application filing fee.

The Landlords appeared at the teleconference hearing and gave affirmed testimony. No one attended on behalf of the Tenants. The teleconference phone line remained open for over 30 minutes and was monitored throughout this time. The only persons to call into the hearing were the Landlords, who indicated that they were ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only people on the call, besides me, were the Landlords.

I explained the hearing process to the Landlords and gave them an opportunity to ask questions about the hearing process. During the hearing the Landlords were given the opportunity to provide their evidence orally and to respond to my questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

As the Tenants did not attend the hearing, I considered service of the Notice of Dispute Resolution Hearing. Section 59 of the Act and Rule 3.1 state that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Landlords testified that they served each Tenant with the Notice of Hearing documents by Canada Post registered mail, sent on February 19, 2021. The Landlords provided Canada Post tracking numbers as evidence of service. The Landlords also submitted an email dated March 7, 2021 from the Tenants to the Landlords, in which the Tenants confirm the accuracy of the address to which the Landlords sent the Notice of

Hearing documents to the Tenants. I find that the Tenants were deemed served with the Notice of Hearing documents in accordance with the Act. I, therefore, admitted the Application and evidentiary documents, and I continued to hear from the Landlords in the absence of the Tenants.

Preliminary and Procedural Matters

The Landlords provided the Parties' email addresses in the Application and confirmed these addresses in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Landlords that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in the hearing. I also advised them that they are not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

Issue(s) to be Decided

- Are the Landlords entitled to a Monetary Order, and if so, in what amount?
- Are the Landlords entitled to recovery of the \$100.00 Application filing fee?

Background and Evidence

The Landlords said that this rental unit is a legal suite in a single-family dwelling, with one bedroom and one bathroom. The Landlords submitted a copy of the tenancy agreement, and in the hearing, they confirmed that the fixed-term tenancy began on January 10, 2020, and was to run to February 28, 2021, and then operate on a month-to-month basis. They said the Tenants paid the Landlords a monthly rent of \$2,100.00, due on the first day of each month, and that the Tenants paid the Landlords a security deposit of \$1,050.00, and no pet damage deposit. They said the Tenants moved out on September 30, 2020, because they wanted to move in to a larger residence.

The Landlords submitted a monetary order worksheet with the following claims, which we reviewed consecutively in the hearing.

	Receipt/Estimate From	For	Amount
1	Unpaid rent	Oct 2020 – Feb 2021	\$10,500.00

2	[PW] Painting	Odour blocking paint	\$2,520.00
3	[Int'l Hardware retailer]	Replace broken refrigerator	\$1,104.85
4	[TH] Cleaning	Move out cleaning	\$414.75
5	[J's] Junk Removal	Junk and furniture removal	\$150.00
6	Handyman labour	Floor & fire door repairs	\$519.87
7	Itemized list attached	Monetary losses	\$120.16
8	RTB	Application filing fee	\$100.00
9	Tenant's security deposit	Retaining security deposit	(\$1,050.00)
		Total monetary order claim	\$14,379.63

#1 UNPAID RENT – OCTOBER 2020 THROUGH FEBRUARY 2021 → \$10,500.00

The Landlords said the following about this claim:

The Tenants signed a fixed term agreement that's supposed to go for a year and then month to month. They provided a reason why they were leaving, but it doesn't apply – you can't breach five months ahead, so we are claiming compensation for rental money we did not collect.

Even before they left the unit, before September 11, we wanted to help minimize the damages, so we started publicizing [the rental unit] in [two internet websites and a local news outlet]. We couldn't rent the unit, though, and as a result, we tried for what we could do to minimize the loss.

In answer to why they think they were unable to rent it, the Landlords said:

We had mainly enquiries, but only one person applied. All of the people who were sending enquiries didn't even show up to see the unit. It didn't happen.

We just rented it starting on June 1 this year for \$2000.00, plus utilities, so a similar amount to the previous Tenants.

The Landlords said they continued to advertise in these locations to the date of the hearing. They said that they had some enquiries, but that only one person applied and was not acceptable to the Landlords. I note that the Landlords did not lower the rent

amount as of the advertisements in February 2021 when they applied, although, they seem to have done so in the latter portion of the search, as they found someone who is paying less rent, but more utilities.

#2 ODOUR BLOCKING PAINT → \$2,520.00

The Landlords explained this claim as follows:

When we stepped into the unit with witnesses to do the inspection walk-through, we noticed a disturbing smell in the unit. There was constant incense burning – a very, very disturbing smell resulted.

We had noticed it in the past, but we had told them that they need to open the windows frequently to vent the unit. We documented that they were not doing so. We took multiple pictures of their windows – they kept them closed. We couldn't do much, if we were to re-rent the unit. We consulted with multiple trades persons and asked what can be done, and they said the only thing was to repaint with an odour blocking material. We chose the cheapest one. We had two estimates. We settled on the cheapest price and were able to bring it down further.

The recommendation was to do two faces of paint, but we tried one, to not pay the extra \$1,000.00 to do the second paint. It worked. We're trying to help with every way we can.

The Landlords submitted an invoice for this claim from a national painting company for \$2,520.00, including taxes.

#3 REPLACE BROKEN REFRIGERATOR → \$1,104.85

The Landlord said that the refrigerator was new in 2018, but that he had to replace it after this tenancy. When I asked the Landlord what was wrong with the refrigerator, he said:

That is the not easy to explain. When we were doing the walk-through, when we opened it, it was cleaned up, but the base frame was cracked – a huge crack and the coolness was leaking out. Maybe one of the kids might have stepped on it, I don't know how it broke, but it was nothing that I have seen in my life. We replaced it with exactly the same unit. It was brand new and we bought it at [an international hardware retailer] for this amount.

#4 MOVE OUT CLEANING → \$414.75

The Landlord described the cleanliness of the rental unit at the end of the tenancy, as follows:

What we have observed and documented was in the presence of the witnesses. There were cobwebs all over the ceiling, leftovers of food and garbage in the fridge and stove. They didn't move them to clean. Oil residues and sticky material on the floor and there were dust and all sorts of – it was literally swiped on a rush, as opposed to doing a proper cleaning.

We contacted two companies. We used the cheaper one – [TH] Cleaning – quoted us \$425.00 plus tax, but they only charged us \$414.75, including tax.

The Landlords submitted an invoice from [TH] Cleaning for \$395.00 plus \$19.75 tax for a total of \$414.75.

The Landlords submitted photographs of the rental unit before and after the tenancy, which showed the following differences after the tenancy ended:

- Dirty ledges in laundry room;
- Hooks and marks left in living room and bedroom walls;
- Dirt and scrapes in living room window track;
- Bedroom window tracks dirty;
- Dirty, scraped baseboards;
- Broken pieces of furniture legs left behind;
- Spider webs throughout in ceiling corners and on baseboards;
- A conspicuous amount of food and other dirt beneath/behind the stove;
- Dirty inside oven window;
- Food drips down the sides of the stove/oven; and
- Dirty bedroom floor – not vacuumed.

#5 JUNK AND FURNITURE REMOVAL → \$150.00

The Landlords said that the Tenants left items behind, which the Landlords had to dispose of. They said:

I kept them for about six months; we just disposed of them last week. We didn't

know the value. We called a junk removal company and asked the minimum charge and that's the quote and what we spent on it.

The Landlords submitted photographs of the following items that they identified as "junk" left by the Tenants:

- Broken pieces of furniture legs;
- Two wooden dining room chairs; and
- Garbage and recycling in the garbage bins outside.

#6 HANDYMAN LABOUR AND MATERIALS → \$519.87

In the hearing, the Landlords said the following about this claim:

To make it legal, the city instructed us to install a fire door between our suite and the rental unit. Otherwise, they are completely disconnected. The fire door was no longer closing at the end of the tenancy. A trade person replaced the unit that closes it, and some kind of rubber underneath that they had pulled out or something.

The Landlords submitted MP4s showing that the fire door was self-closing at the start of the tenancy, but that it no longer closed this way at the end of the tenancy.

The Landlords had also submitted photographs of scratches on the living room and dining room floors. They said:

There were major scratches on the wooden floor. The same handyman came in and used some wood filling and stain and they charged us We did what we could to fix it and it's still showing, but we didn't want to spend a lot of money to replace the laminate flooring – a couple thousand it would have cost. The total for door and spare parts, wood filler, stain, and labour cost this much.

The Landlords submitted an estimate from the company who did these repairs. In the estimate it said:

The minimum first hour charge is \$185 plus GST (includes one hour of labour plus the service call charge). Each additional hour is \$108 which is billed at 15-minute increments – so if we work for 90 minutes, you'll be charged for an hour and a half, not two hours. Cost of materials is in addition to the labour cost.

We estimate the time required to replace the old door closer with a new one and repair the scratches on the laminate floor to be 2 to 3 hours of labour time, \$293 to \$401 plus GST, depending on how much repair is required for the laminate floor (number of scratches). The cost of material is approximately \$150 to \$200 plus GST (about \$150 for the new door closer and \$40 to \$50 for the kit to repair the scratches). Please be advised that the service technician will be filling in the scratches with the wood filler/putty and it will not be a perfect match but will look much better.

I could not find an invoice or receipt for this work; however, the Landlords provided the details of what was charged in their monetary order worksheet, as follows: 2 x \$180.00 labour + \$159.87 parts for a total of \$519.87.

#7 MONETARY LOSSES → \$120.16
-Canada Post – service; USB purchase
-returned cheque bank fee → \$7.00

The Landlords explained this claim as follows:

The way it happened - we didn't know when they left if they were still be going to paying with the post-dated cheques. They gave notice in September and left at the end of September, and we are entitled to October, so we deposited the October cheque, and it bounced, and our bank charged us \$7.00 this for it.

The Landlords also claimed the costs to serve the Tenants with documents for this proceeding, including supplying evidence to the Tenants on a USB stick. I advised them in the hearing that only the bank fees are recoverable under the Act and Regulation. They said: "Whatever the law allows us, we are grateful for."

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

Before the Landlords testified, I let them know how I would analyze the evidence presented to me. I advised that a party who applies for compensation against another party has the burden of proving their claim on a balance of probabilities. Policy Guideline 16 sets out a four-part test that an applicant must prove in establishing a monetary claim. In this case, the Landlords must prove:

1. That the Tenants violated the Act, regulations, or tenancy agreement;
 2. That the violation caused the Landlords to incur damages or loss as a result of the violation;
 3. The value of the loss; and,
 4. That the Landlords did what was reasonable to minimize the damage or loss.
- ("Test")

#1 UNPAID RENT – OCT. 2020 THROUGH FEB. 2021 → \$10,500.00

Section 45 of the Act sets out a tenant's obligations regarding giving notice to end a tenancy. Section 45 (2) of the Act deals with ending a fixed term tenancy, as follows:

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.

...

(4) A notice to end a tenancy given under this section must comply with section 52 *[form and content of notice to end tenancy]*.

Policy Guideline #30 provides some guidance on fixed-term tenancies. It states: "A fixed term tenancy has a definite commencement date and expiry date. Neither party may end a fixed term tenancy early, except under the circumstances described in section C of this guideline." Section C states:

C. ENDING A FIXED TERM TENANCY

During the fixed term neither the landlord nor the tenant may end the tenancy except for cause or by agreement of both parties, or under section F below (Early Termination for Family or Household Violence or Long-Term Care).

...

A tenant may end the tenancy if the landlord has breached a material term of the tenancy agreement. The tenant must give proper notice under the Legislation.

Breach of a material term involves a breach which is so serious that it goes to the heart of the tenancy agreement.

. . .

A tenant may not use the one month notice provisions of the Legislation to end the tenancy prior to the end of the fixed term except for breach of a material term by the landlord or under section F below (Early Termination for Family or Household Violence or Long-Term Care). Any other one month notice will take effect not sooner than the end of the fixed term.

A tenant who wants to end the tenancy at the end of the fixed term, must give one month's written notice. For example, if the fixed term expires on June 30th, the tenant must ensure the landlord receives the tenant's notice to end the tenancy by May 31st.

As such, I find that the Tenants breached the tenancy agreement and the Act by ending their fixed-term tenancy earlier than the date specified as the end date in the tenancy agreement.

Pursuant to section 7 of the Act, a party who does not comply with the Act, regulation or tenancy agreement must compensate the other party for the resulting damage or loss. Policy Guideline #16 states that damage or loss is not limited to physical property only, but also includes less tangible impacts, such as loss of rental income that was to be received under a tenancy agreement. However, according to Policy Guideline #5, a landlord or tenant claiming compensation for damage or loss has a legal obligation to do whatever is reasonable to minimize the damage or loss.

In this case, I find that the Landlords advertised the rental unit in three different places, from September 2020 through to February 2021, when they applied for dispute resolution. The Landlords said that they continued to advertise in these locations to the date of the hearing. They said that they had some enquiries, but that only one person applied and was not acceptable to the Landlords.

While I commend the Landlords for advertising in three different locations, I note that they did not lower the price in order to widen the desirability of the residential property to a larger pool of potential applicants as of February 2021. This may have contributed to their difficulty finding an appropriate tenant for the rental unit until June of 2021. The new tenant is paying \$2,000.00, plus utilities, whereas the utilities were included in the Tenants' rent.

I find if the Landlords had lowered the rent they were charging or modified the arrangement with utilities, like they ultimately did, they may have found someone sooner than nine months after the Tenants vacated the rental unit. As a result, I decrease the amount I am awarding the Landlords by ten percent or \$210.00 a month. I, therefore, grant the Landlords an award of rent for the remainder of their fixed term from October 2020 through to February 2021. This calculates to a monthly rent of \$1,890.00 times five months or **\$9,450.00**, which amount I award the Landlords, pursuant to section 67 of the Act.

#2 ODOUR BLOCKING PAINT → \$2,520.00

Section 32 of the Act requires a tenant to make repairs for damage that is caused by the action or neglect of the tenant, other persons the tenant permits on the property or the tenant's pets. Section 37 requires a tenant to leave the rental unit undamaged. However, sections 32 and 37 also provide that reasonable wear and tear is not damage and that a tenant may not be held responsible for repairing or replacing items that have suffered reasonable wear and tear.

Policy Guideline #1, "Landlord & Tenant – Responsibility for Residential Premises", helps interpret these sections of the Act:

The tenant is also generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest. The tenant is not responsible for reasonable wear and tear to the rental unit or site (the premises), or for cleaning to bring the premises to a higher standard than that set out in the *Residential Tenancy Act* or *Manufactured Home Park Tenancy Act* (the Legislation).

Reasonable wear and tear refer to natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion. An arbitrator may determine whether or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant. An arbitrator may also determine whether or not the condition of premises meets reasonable health, cleanliness, and sanitary standards, which are not necessarily the standards of the arbitrator, the landlord or the tenant.

As set out in Policy Guideline #16 ("PG #16"), "The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or

loss had not occurred. It is up to the party claiming compensation to provide evidence to establish that compensation is due.”

I find from the undisputed evidence before me that the Tenants left an odour in the unit from habitually having burned incense without opening windows to vent the suite. I find this damage goes beyond reasonable wear and tear. I find that the Landlords were required to use special paint to cover this odour in the unit. I, therefore, award the Landlords with recovery of this cost or **\$2,520.00**, pursuant to sections 32, 37 and 67 of the Act.

#3 REPLACE BROKEN REFRIGERATOR → \$1,104.85

As noted above, section 37 requires a tenant to leave the rental unit undamaged.

Policy Guideline #40 (“PG #40”) is a general guide for determining the useful life of building elements and provides guidance in determining damage to capital property. The useful life is the expected lifetime, or the acceptable period of use of an item under normal circumstances. If an arbitrator finds that a landlord makes repairs to a rental unit due to damage caused by the tenant, the arbitrator may consider the age of the item at the time of replacement and the useful life of the item when calculating the tenant’s responsibility for the cost of the replacement.

Another consideration is whether the claim is for actual damage or normal wear and tear to the unit. I find that damage to a refrigerator that leads to cold air leaking out of a crack, as the Landlord has described, is not normal wear and tear. Rather, I find on a balance of probabilities that the Tenants are responsible for this damage.

In PG #40, the useful life of a refrigerator is 15 years. The evidence before me is that the refrigerator was new in 2018, so it was approximately two years old at the end of the tenancy and had 13 years or 87% of its useful life left. The condition inspection report indicates that the refrigerator was in good condition at the start of the tenancy, but the Landlord described the condition at the end of the tenancy as noted above.

Claims for compensation related to damage to the rental unit are meant to compensate the injured party for their actual loss. In the case of fixtures to a rental unit, a claim for damage and loss is based on the depreciated value of the item and **not** based on the replacement cost. This reflects the useful life of fixtures, such as carpets, countertops, doors, etc., which depreciate all the time through normal wear and tear. As such, I find that the Landlords are eligible for reimbursement of 87% of the cost of a new

refrigerator or \$961.22, and I award the Landlords **\$961.22** from the Tenants for this claim, pursuant to sections 32 and 67 of the Act, and PG #40.

#4 MOVE OUT CLEANING → \$414.75

Based on the testimony and the Landlords' before/after photographs, I find that the rental unit was not left in a reasonably clean condition at the end of the tenancy, and that it needed a good overall cleaning done before new tenants could move in.

However, the cleaners did not indicate how long it took to do the cleaning or what their hourly rate is. I find that a reasonable cleaning rate is \$30.00 an hour, which would mean that the cleaners took over 13 hours to clean this one bedroom, one bathroom rental unit. Given the level of dirt left in the rental unit and the size of it, I find that six hours of cleaning is more reasonable, and therefore, I find that the Landlords are eligible for closer to \$200.00, including tax, and so I award the Landlords **\$200.00** for necessary cleaning at the end of the tenancy.

#5 JUNK AND FURNITURE REMOVAL → \$150.00

I find from the Landlords' photographs of the "junk" left behind that most of it was left in garbage bags and bins and recycle boxes in a garbage and recycling area outside. I find it is reasonable that the Landlords could have simply used the regular garbage collection services at the residential property to get rid of these items. The only other items identified by the Landlords as "junk" were two wooden dining room chairs.

Section 25 of the *Residential Tenancy Act* Regulation ("Regulation") sets out a landlord's obligations regarding a tenant's personal property left behind. Section 25 states:

Landlord's obligations

25 (1) The landlord must

- (a) store the tenant's personal property in a safe place and manner for a period of not less than 60 days following the date of removal,
- (b) keep a written inventory of the property,
- (c) keep particulars of the disposition of the property for 2 years following the date of disposition, and
- (d) advise a tenant or a tenant's representative who requests the

information either that the property is stored or that it has been disposed of.

(2) Despite paragraph (1) (a), the landlord may dispose of the property in a commercially reasonable manner if the landlord reasonably believes that

- (a) the property has a total market value of less than \$500,
- (b) the cost of removing, storing, and selling the property would be more than the proceeds of its sale, or
- (c) the storage of the property would be unsanitary or unsafe.

Based on the amount of “junk” the Landlords identified as having been left behind by the Tenants, I find that the Landlords went too far in hiring a junk removal service for these items. First, the Landlords used different shots or angles of the same garbage or junk, which I find is misleading as to the amount left behind. Further, I find that the Tenants contained the majority of these items in an area of the property designated for garbage and recycling. As such, I find that the Tenants were conscientious in this regard. The two wooden chairs looked to be in good condition, although I find it more likely than not that they are worth much less than \$500.00. The Landlords could have left the chairs at the edge of the road for someone to pick up, which is a standard practice in many neighbourhoods. When I consider the evidence before me overall in this matter, I find that the Landlords have not provided sufficient evidence that it was necessary to hire a junk removal company for the items left behind by the Tenants. I, therefore, dismiss this claim without leave to reapply.

#6 HANDYMAN LABOUR AND MATERIALS → \$519.87

Based on the photographs and video evidence submitted by the Landlords, I find that these items in need of repair were more than normal wear and tear of the rental unit. I find that the Tenants are responsible for leaving the rental unit undamaged, pursuant to section 37 of the Act. I find that the labour and materials for these repairs are reasonable in the circumstances. I award the Landlords with **\$519.87** for this claim, pursuant to section 67 of the Act.

#7 MONETARY LOSSES → \$120.16 **-Canada Post – service; USB purchase** **-returned cheque bank fee → \$7.00**

In terms of the Landlords’ claim for recovery of the bank fee, the *Residential Tenancy*

Act Regulation sets out the allowable fees that can be charged by a landlord:

Non-refundable fees charged by landlord

7 (1) A landlord may charge any of the following non-refundable fees:

...

(c) a service fee charged by a financial institution to the landlord for the return of a tenant's cheque;

...

In this case, the Tenants had given the Landlords a post-dated cheque with insufficient funds in the account for the October 2020 rent. I find that the Landlords can claim the \$7.00 fee imposed by the bank for the cheque with insufficient funds. However, I dismiss the rest of the Landlords' claims in this category, as I have insufficient authority to authorize their reimbursement under the Act and Regulation. I award the Landlords with **\$7.00** for this claim, pursuant to section 67 of the Act.

Summary and Set Off

I find that this claim meets the criteria under section 72(2)(b) of the Act to be offset against the Tenants' security deposit of \$1,050.00 in partial satisfaction of the Landlords' monetary claim. Given their success in this matter, I also award the Landlords with recovery of their \$100.00 Application filing fee, pursuant to section 72 of the Act.

	Receipt/Estimate From	For	Amount
1	Unpaid rent	Oct 2020 – Feb 2021	\$9,450.00
2	[PW] Painting	Odour blocking paint	\$2,520.00
3	[Int'l Hardware retailer]	Replace broken refrigerator	\$961.22
4	[TH] Cleaning	Move out cleaning	\$200.00
5	[J's] Junk Removal	Junk and furniture removal	\$0.00
6	Handyman labour	Floor & fire door repairs	\$519.87
7	Itemized list attached	Monetary losses	\$7.00
8	RTB	Application filing fee	\$100.00
		Sub-total	\$13,758.09

9	Tenant's security deposit	Retaining security deposit	(\$1,050.00)
		Total monetary order claim	\$12,708.09

I award the Landlords with \$13,758.09 for this Application, and I authorize them to retain the Tenants' security deposit of \$1,050.00 in partial satisfaction of this award. I grant the Landlords a Monetary Order of **\$12,708.09** for the remaining amount owing of their award, pursuant to section 67 of the Act.

Conclusion

The Landlords are successful in their claim in the amount of \$13,758.09, including recovery of the \$100.00 Application filing fee, as the Landlords provided sufficient evidence to establish these claims on a balance of probabilities.

The Landlords are authorized to retain the Tenants' security deposit of \$1,050.00 in partial satisfaction of this award. I grant the Landlords a Monetary Order of **\$12,708.09** for the remainder owing the Landlord in this award. This Order must be served on the Tenants by the Landlords and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

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

Dated: June 23, 2021

Residential Tenancy Branch