



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 dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a Monetary Order for the return of the security deposit, pursuant to sections 38 and 67;
- a Monetary Order for damage or compensation under the *Act*, pursuant to section 67; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The tenant, counsel for the landlord and the landlord's building manager attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord called witness G.J. who provided affirmed testimony. The tenant was provided with an opportunity to call witnesses, none were called.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they are not recording this dispute resolution hearing.

Both parties confirmed their email address for service of this decision.

Preliminary Issue- Service of Documents

Both parties agree that the tenant served the landlord with a copy of this application for dispute resolution, the tenant's amendment to this application for dispute resolution and the tenant's evidence via registered mail. Counsel for the landlord confirmed that the

above packages were sent within the required time limits. I find that the above documents were served on the landlord in accordance with sections 88 and 89 of the *Act*. Based on by above findings, the tenant's evidence is accepted for consideration.

Counsel submitted that the tenant was served with the landlord's evidence on October 26, 2021 via registered mail and that it was delivered to the tenant on November 1, 2021. The tenant testified that she received the landlord's evidence on November 1, 2021 but did not have time to fully respond to it.

Section 3.15 of the Residential Tenancy Branch Rules of Procedure (the "*Rules*") states that the respondent's evidence must be received by the applicant and the Residential Tenancy Branch not less than seven days before the hearing.

I find that the landlord/respondent's evidence was served on the tenant 14 clear days before this hearing. I find that the landlord's evidence was served on the tenant in accordance with section 3.15 of the *Rules*. I find that the landlord's evidence was served on the tenant in accordance with section 89 of the *Act*. Given that the landlord complied with Rule 3.15 and section 89 of the *Act*, I admit the landlord's evidence for consideration. I also note that the landlord's evidence was 26 pages in total and not onerous to review.

Issues to be Decided

1. Is the tenant entitled to a Monetary Order for the return of the security deposit, pursuant to sections 38 and 67 of the *Act*?
2. Is the tenant entitled to a Monetary Order for damage or compensation under the *Act*, pursuant to section 67 of the *Act*?
3. Is the tenant entitled to recover the filing fee for this application from the landlord, pursuant to section 72 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenant's and landlord's claims and my findings are set out below.

Both parties agreed to the following facts. This tenancy began on October 1, 2020 and the tenant moved out on March 15, 2021. This was originally a fixed term tenancy agreement set to end on September 30, 2021. Monthly rent in the amount of \$1,275.00 was payable on the first day of each month. A security deposit of \$630.00 was paid by the tenant to the landlord. A written tenancy agreement was signed by both parties and a copy was submitted for this application.

The tenant testified that she is seeking damages stemming from loss of quiet enjoyment suffered during her tenancy. The tenant testified that the loss of quiet enjoyment constituted a breach of a material term of the tenancy agreement and that since the landlord failed to rectify the breach, she ended the tenancy before the end of the fixed term. The tenant's claim for damages is comprised as follows:

- Moving expenses: \$136.69
- Loss of quiet enjoyment for duration of tenancy: \$3,506.25
- ½ of March 2021's rent: \$637.50
- Return of the security deposit: \$630.00

The tenant testified that her neighbour G.J., with whom she shared a wall, continuously harassed her during the tenancy by slamming things in his apartment and shouting obscenities in his unit and in the hallway. The tenant testified that she noticed G.J.'s behaviour in the first week of the tenancy. The tenant testified that she texted the building manager about G.J.'s behaviour and he was dismissive and told her that G.J. was harmless. The tenant entered into evidence a text exchange between the tenant and the building manager dated October 13, 2020 which states:

- Tenant: Is the guy that lives beside me a little off his rocker? He's been yelling and slamming things
- Building manager: Yes, a little, but he harmless
- Tenant: Ok good
- Building manager: Yeah, we got him when we bought the building 19 yrs ago
- Tenant: Oh wow

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The tenant testified that the building manager told her that many people above and below G.J. have moved out because of his behaviour. The building manager disputed this testimony. Counsel for the landlord entered into evidence a signed affidavit from A.D. which states that A.D. lived in the subject rental property for six years before the tenant moved in. Paragraphs 4-6 of the affidavit state:

4. During my tenancy of approximately six (6) years at [the subject rental property], I found [G.J.] to be mildly disruptive, but it did not interfere with my day-to-day life. I have never made a noise complaint to the landlord about [G.J.].
5. [The subject rental property] is an old wood framed building with poor sound proofing, and I could hear [G.J.] from my side of the dividing wall between [the units]. However, this is a problem with the building itself rather than with [G.J.] of [the neighboring unit].
6. When I did move out of [the subject rental property] on September 30, 2020 (last year), it was for other reasons and NOT because of any noise, disruption or nuisance from [G.J.] of [the neighbouring unit].

The tenant testified that the previous tenant had autism which may have made it easier for her to deal with the disruptions from G.J. Counsel submitted that the tenant has not proved that A.D. had autism or that autism would have any impact on A.D.'s ability to swear and affidavit or deal with disturbances.

The tenant testified that after each complaint she made to the building manager G.J. would become more intense and G.J. would try to talk to her through the door.

Both parties agree that the tenant provided the landlord with a written letter of complaint about G.J. on November 11, 2020. The November 11, 2020 letter was entered into evidence, the relevant portion of the November 11, 2020 letter states:

Another issue I'd like to address is my neighbour with sharing walls beside me. On a nightly basis around the hours from 9 pm -12 am he swears in a loud voice. As I had texted you this before and you saying he was "harmless" doesn't justify him being able to be violent outside my door in the hall, or yell obscenities nightly or when he is having his freak outs. It is worrisome and disturbs my peace.

I wish that if this was something you were aware of that I would have been informed prior to renting and signing my lease. I know that there are people of all ages and types in this building, but should have been aware of the other tenants living beside and above me that had some mental imbalances.

I love this area, my apartment, and this building but these situations are affecting my quality of life and overall comfort. Within a months time, I am requesting that these issues be dealt with to make the suite more inhabitable. This will include,

- Getting silverfish infestation better under control
- Reporting noise complaint for [G.J.]

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The building manager testified that after he received the November 11, 2020 letter he personally spoke to G.J. about the tenant's complaint and told him that if he is making noise he must stop. The building manager testified that G.J. told him that he would be quieter.

G.J. testified that he has lived in the unit beside the subject rental property for 27 years. G.J. testified that he has never been intentionally loud in his suite but that the building is old and you can hear cupboard doors opening through the walls. G.J. testified that he never yelled obscenities at the tenant or tried to talk to her through the walls or door.

Both parties agree that the tenant provided the building manager with a second letter of complaint on January 30, 2021 which states:

I am writing you to inform you for a second time of my ongoing issues with the tenant in [the neighbouring suite]. I have witnessed now, multiple accounts of disturbances, including hostile and inappropriate instances where he interacts with my door, "talking" to me or trying to grab my attention. It has become a harassment issue where I am not engaging in any of these conversations. I am presuming that he is mentally unstable.

He has communicated at my door that he is high on Percocet's, without me inquiring. He shouts obscenities in the night and slams objects violently, waking me up. I have heard him crying loudly, while conversing non stop to himself, during the night hours.

When he leaves his suite, he will talk to himself and say my name in full conversation to me, but I am not there physically talking to him, nor am I asking to. Keeping in mind that this is when I have music or even a show on my TV on. So I am hearing him over everyday noise which has been challenging since I have been doing computer work from home. There is no open invite for him to be doing this. I am in my suite along and would like privacy, and my privacy is being invading to the point where it has become very uncomfortable.

I have witnessed him, in an aggressive manor, bring up my last complaint letter I had sent in to you. Saying how dare I when I have only been here 4

months and he has been here for so many years. The conversations are not always regarding me, but recently it has been. And it has gotten way worse and is progressing. Before he was not calling out my name.

He has been condescending at times with his hallway talks to my door, saying my name and then stating loudly for me not to worry that he won't make too much noise. And for me to be nice to him. I guess related again to my noise complaint against him prior to this in the first letter.

I am choosing to not interact with him because I don't want to be looped into his distractions which invade my privacy. For me to give him some sort of attention he is panning for. In fact, I have never had a full conversation with him. So why is he calling my name and conversing to me on a regular basis in unknown to me.

The other day he was saying outside my door, that, I smell good which to me is unsettling. In fact- all of these disturbances are feeling unsettling. I cannot put up with these behaviours any longer.

At this point, I would find it troublesome to be in the same building as the mentally unstable tenant at this point. The past has shown that he has held a grudge against me for bringing this to your attention in the past. I don't need him to harass me further, or potentially become violent with me, even if it is outside my suite. Who is to say a person of that mental state who is under the influence wouldn't become violent and not just to himself in his room? Even though, I am was told previously by the landlord he is "harmless".

I know that it was known that the tenant had an imbalanced mental state, and that he has had ongoing noise complaints from other tenants as well as myself. (As verbally communicated from landlord) I wish that I was informed of this before I signed the year lease. I would have never rented the unit if I was aware that the tenant in this situation was continuously breaching the Residential Tenancy Act (RTA) on privacy and entitlement to quiet enjoyment. Under section 28 of the RTA states a tenant is entitled to quiet enjoyment, including, but not limited to the rights to: reasonable privacy; and freedom from unreasonable disturbance.

When I signed the rental lease, it is to be assumed that I was going to inhabit an environment where I can have my privacy and not be disturbed on a

regular basis. My safety and privacy is essential to the RTA, so let us resolve this breach of privacy by March 1, 2021.

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G.J. testified that he has never told the tenant that he was high on precocet. G.J. testified that he only met the tenant on two occasions and that on one of those occasions the tenant was vacuuming out in the hallway. G.J. testified that he introduced himself and told her that the food she was cooking smelled good. G.J. testified that he did not tell her that she smelled good. The tenant testified that regardless of intent, "you smell good" should not be yelled at her door.

The building manager testified that after receiving the January 30, 2021 letter from the tenant, the building manager spoke with G.J. on February 4, 2021 and wrote tenant J.G. a warning letter on February 5, 2021 which states:

This letter is to inform you that I have received a 2nd complaint about you bothering and harassing [the tenant] recently. I have talked to you before about the 1st complaint. She has only lived here for 5 months.

It was reported to my that there have been multiple accounts of you shouting obscenities in the night, conversing loudly and non stop to yourself and slamming objects violently in yours suite, waking her up. When leaving your suite, you will talk at her closed door, from the hallway, recently, saying her name, stating loudly for he not to worry that you won't make too much noise, and for her to be nice to you.

The tenant lives by herself and does not want to engage in any interactions with you either through her closed door or in person. She has the right to her privacy and quiet enjoyment of her apartment, and freedom from unreasonable disturbances.

The Residential Tenancy Act (RTA sect. 16) clearly states that "a tenant must not create noise, annoy, interfere with or otherwise disturb the quiet enjoyment of another tenant, occupant, neighbour, or the landlord; nor must nay noise or disturbing behavior be repeated after a reasonable request from the landlord to cease such noise or behavior. If the behavior to the tenant or the tenant's guests in violation of this clause causes another tenant to vacate his or her rental unit, the tenant will be responsible for any resulting costs or losses incurred by the

landlord.”

Therefore, for your information and records, you have now again, been officially asked by me, to stop harassing her. Further incidences of this nature can seriously affect your continued tenancy here [at the subject rental building]. I hope that you will seriously consider this matter.

The building manager testified that G.J. wrote him a letter dated February 6, 2021 which states:

I have lived in unit [redacted for privacy] for 27 years. I reject your allegation that I have harassed anyone. I have certainly not done so intentionally.

I believe that the complainant is a new arrival to our wood frame building and do not know anything about the situation she is coming from. This building does have more ambient noise transmission than would a concrete one, or a detached home, for example.

That said, I do take your letter seriously and am making the following changes to help solve what has obviously become a problem for you:

- move phone or turn to phone only in the living room
- adjust T.V.
- toilet seat

I will also monitor my noise making sure I don't contribute more than my share to the general din of life that is constant in our building. I hope you recognize from these efforts that I am seriously trying to live in peace with others here. I regret that this situation has occurred.

G.J. testified that to reduce noise heard by the tenant he moved his phone away from the shared wall, reduced the volume level of his T.V. and left the toilet seat down at night so that it didn't slam shut making noise when the toilet was used in the night.

Both parties agree that shortly after the January 30, 2021 letter was received by the building manager, the building manager offered to move the tenant to another suite in the subject rental building when one became available. The tenant testified that this offer was not acceptable because she did not know when another suite would become available and because she did not wish to live in the same building as G.J.

Both parties agree that the tenant served the landlord with a written letter on February 9, 2021 which states:

Thank you for informing the neighbouring tenant of my disruption of privacy and quiet time. I am unsure how long this will be under control for, but I appreciate you dealing with these issues.

When this happened back in November, he was respectable for a month and then reverted back. I don't want to make him feel outed because of this incompatibility, but I am not willing to keep going through this continued cycle of the same events and breach of material terms. I know that you were willing to work with me, and say I could move to another suite or building. The length of time to wait for an available suite is just up in the air for that.

I am suggesting that we both agree to sign a mutual agreement to end this tenancy. That way I can move on with ease and you can and a better suited tenant for this situation and suite. I am sure someone would be able to handle this all better than I can. I just want to feel comfortable again.

This suite was very well priced for this area and I think, would be easy to rent. You would also save some money in the long run from me not wanting the pesticide application upkeep.

I am open to which date we end the lease on, and can either end it on the March 15th or April 1st. I think that should give you and I ample time to find a new tenant and rental suite. My apartment is ready for viewing whenever you see fit. I am a very clean tenant so my suite reflects this. There is no damage since moving in and it looks very well kept.

Let me know if you would agree to this or if you would like to revise it in anyway. I have included both copies of the form along with this letter. I am more than happy to work with you for this to be a resolution being the best fit for both parties.

Thank you for your time and understanding.

Both parties agree that the landlord declined to sign the mutual agreement to end tenancy.

Both parties agree that shortly after the tenant requested a mutual agreement to end tenancy the building manager informed the tenant that two suites on the opposite side of the subject rental building and one floor up were available for April 1, 2021. Both parties agree that the building manager offered the suites to the tenant at the same rental rate paid by the tenant. The building manager testified that one of the available suites was the mirror image of the tenant's suite. Both parties agree that the tenant declined to move into the available suites.

Both parties agree that on February 19, 2021 the tenant gave the landlord her written notice to end tenancy which states:

I am writing to inform you that my tenancy will be ending on April 1, 2021. This is based on the information outlined in the previous letter regarding breach of material term. My suite is available for potential tenants to view, as of today. I will start moving into my new location on March 1st. I intend to vacate the premise fully and have the suite cleaned and inspected by March 5, 2021, for your convenience.

The tenant testified that by the time the building manager offered her the other suites in the building she had already found a new place to live. The tenant testified that she did not want to live in the same building at G.J.

Both parties agree that a joint move in condition inspection report was completed by the parties on October 6, 2020. Both parties agree that a joint move out condition inspection report was completed by the parties on March 16, 2021. The condition inspection reports were entered into evidence. Both parties agree that the tenant provided her forwarding address to the landlord on the move out condition inspection report. Both parties agree that the tenant provided the landlord with written authorization for the landlord to retain her entire security deposit in the amount of \$630.00 for liquidated damages for ending the tenancy prior to the end of the fixed term as set out in the tenancy agreement.

The tenant testified that she didn't know her rights when she authorized the landlord to retain her security deposit. The tenant testified that she is seeking the return of her security deposit because it was the landlord's breach of a material term of her tenancy agreement that made her move out before the end of the fixed term.

The tenant entered into evidence receipts for moving expenses totalling \$136.39 which she is seeking to recover from the landlord because the landlord's material breach of

the tenancy necessitated the move.

The tenant testified that she suffered a loss of quiet enjoyment due to the actions of G.J. for the entire duration of her tenancy of six months and is seeking to recover 50% of rent paid for this loss which totals \$3,506.25.

The tenant testified that since she did not occupy the subject rental property for the last two weeks of March, she is entitled to recover ½ month's rent from the landlord in the amount of \$637.50.

Counsel submitted that the tenant never called the police on G.J. which indicates that any disturbances caused by G.J. were not severe. Counsel submitted that the previous tenant lived at the subject rental property for six years without filing a single complaint and described G.J. as only mildly disruptive. Counsel submitted that G.J. denies all of the tenant's accusations levied against him about harassment. Counsel submitted that considering the above, the tenant has not proved, on a balance of probabilities, that G.J. was disruptive in any regular routine.

Counsel submitted that even if there was a disturbance, the tenant was not entitled to quit her lease as there were other options available as set out in Residential Tenancy Policy Guideline #6 (PG #6). Counsel submitted that PG #6 states that the burden of proof for ending a tenancy for breach of quiet enjoyment is high and that compensation for damage or loss is usually more appropriate than quitting the lease.

Counsel submitted that if it is found that the tenant's right to quiet enjoyment was breached, the quantum sought by the tenant is unreasonably high. Counsel submitted that the tenant resided at the subject rental property for six months and had full use of the unit during that time and did not suffer a loss equivalent to 50% of rent paid. Counsel submitted that if it is found that the tenant's right to quiet enjoyment was breached by the landlord the quantum should be 5 to 10% of rent paid.

Counsel submitted that the tenant voluntarily signed the move out condition inspection report and voluntarily provided the landlord with written authorization to retain her security deposit for liquidated damages. Counsel submitted that the tenant is not entitled to the return of the security deposit because she has already agreed that the landlord could retain it.

Counsel submitted that the building manager did everything possible to accommodate the tenant including warning the tenant that this tenancy may be in jeopardy and

offering the tenant alternate accommodations. Counsel submitted that the tenant elected to end the tenancy prematurely and that the landlord is not responsible for costs incurred by the tenant for this decision.

The tenant testified that the building manager offered her the alternative suites too close to the breach deadline of March 1, 2021, she had already found alternate accommodation, and did not want to be in the same building as G.J.

The tenant testified that she currently lives in an older wood frame building and does not have unrealistic expectations regarding normal noises heard through the walls. The tenant testified that while she did not call the police on G.J., she left because of his aggression and harassment.

Analysis

Material Breach

Section 45(3) of the *Act* states:

If a landlord has failed to comply with a material term of the tenancy agreement and has not corrected the situation within a reasonable period after the tenant gives written notice of the failure, the tenant may end the tenancy effective on a date that is after the date the landlord receives the notice.

Residential Tenancy Policy Guideline #8 (PG #8) states in part:

To end a tenancy agreement for breach of a material term the party alleging a breach – whether landlord or tenant – must inform the other party in writing:

- that there is a problem;
- that they believe the problem is a breach of a material term of the tenancy agreement;
- that the problem must be fixed by a deadline included in the letter, and that the deadline be reasonable; and
- that if the problem is not fixed by the deadline, the party will end the tenancy.

Upon review of the November 11, 2020, January 30, 2021, February 9, 2021 and February 19, 2021 letters, none of them state all four of the required points above.

The November 11, 2020 and January 30, 2021 letters make no reference to a material breach. The November 11, 2020 and January 30, 2021 letters provide a timeline for the alleged loss of quiet enjoyment to be rectified, but do not state that if it is not, that the tenant will end the tenancy.

The February 9, 2021 letter mentions a material breach but does not state that if the alleged loss of quiet enjoyment is not rectified that the tenant will end the tenancy. The February 19, 2021 letter provided notice to end the tenancy, which was never mentioned as an option in the previous letters.

I find that since the tenant's letters did not state that the tenant would end the tenancy if the landlord did not rectify the alleged breach, I find that pursuant to PG #8, the tenant was not entitled to end the fixed term tenancy early. I therefore dismiss the tenant's claim for moving costs because the tenant elected to end the tenancy early when she was not permitted to do so. The tenant's claim for ½ of March 2021's rent is similarly dismissed because the tenant was not permitted to end the lease early and is responsible for rent up to the date she gave notice to move out, which was April 1, 2021.

Loss of Quiet Enjoyment

Section 28 of the *Act* states that 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 Policy Guideline 6 states that:

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.

Emphasis added

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.

Based on the testimony of both parties I find that the tenant provided the landlord with two letters of complaint regarding the conduct of G.J. Based on the testimony of both parties I find that after receiving the first letter of complaint dated November 11, 2020, the building manager had a verbal conversation with the tenant about his conduct.

Based on the testimony of both parties I find that after receiving the second letter of complaint from the tenant dated January 30, 2021, the building manager had a verbal conversation with the tenant about his conduct and served G.J. with a warning letter in which the building manager advised G.J. that if G.J. continued to harass the tenant, his tenancy was in jeopardy.

Based on the testimony of both parties I find that the building manager then offered the tenant two different suites which were located on the other side of the subject rental building and were on a different floor than the tenant. Based on the testimony of both parties I find that the tenant declined the offered suites and provided notice to move out of the subject rental property on February 19, 2021 effective April 1, 2021.

Based on the testimony of both parties I find that the landlord verbally spoke to G.J. after the first complaint and provided G.J. with a written and verbal warning after the second complaint. When the tenant requested a mutual agreement to end tenancy the building manager offered to move the tenant to alternative suites far from G.J. I find that the steps taken by the building manager to address the concerns expressed by the tenant were measured and reasonable given the circumstances.

I find that the tenant's concerns were not ignored and were addressed shortly after each written complaint was made and the severity of the warning and consequences to G.J.'s tenancy increased after the second complaint was made. The February 5, 2021 letter to G.J. which states that his tenancy may be at risk if the undesired behaviour does not cease, shows that the landlord took the tenant's complaints seriously and was acting to

protect the tenant's quiet enjoyment. The building manager further acted to protect the tenant's quiet enjoyment by offering her another unit far from J.G.

As stated in PG #6, the landlord is only responsible for a loss of quiet enjoyment to the tenant if the landlord was aware of the breach and failed to take reasonable steps to correct the breach. Since I have determined that the landlord took reasonable steps to address the tenant's complaints, I find that the tenant is not entitled to damages for loss of quiet enjoyment from the landlord. The tenant's application for damages for loss of quiet enjoyment is dismissed without leave to reapply.

Security Deposit

Section 38(4) of the *Act* states:

(4)A landlord may retain an amount from a security deposit or a pet damage deposit if,

(a)at the end of a tenancy, the tenant agrees in writing the landlord may retain the amount to pay a liability or obligation of the tenant, or

(b)after the end of the tenancy, the director orders that the landlord may retain the amount.

Based on the testimony of both parties and the move out condition inspection report entered into evidence, I find that the tenant provided the landlord with written authorization at the end of the tenancy for the landlord to retain the security deposit in the amount of \$630.00. I find that the tenant is bound by this written authorization and is not entitled to the return of the security deposit.

I find that the tenant's change of heart on the allowance of the landlord to retain the security deposit does not impact the legal authorization previously provided. I find that the landlord was entitled, pursuant to section 38(4) of the *Act* to retain the tenant's security deposit. The tenant's application for the return of the security deposit is dismissed without leave to reapply.

As the tenant was not successful in this application for dispute resolution, I find that the tenant is not entitled to recover the \$100.00 filing fee in accordance with section 72 of the *Act*.

Conclusion

The tenant's application for dispute resolution 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: November 17, 2021

Residential Tenancy Branch