



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenant: CNR-MT, OLC, RP, PSF, FFT

CNR, MNDCT, MNRT, RR, RP, LRE, OLC, PSF, FFT

Landlord: OPR-DR, FFL, MNDCL

Introduction

This hearing was originally convened on December 3, 2021 and was adjourned to December 9, 2021 due to time constraints. This decision should be read in conjunction with the Interim Decision dated December 3, 2021. This was a cross application hearing that dealt with the tenant's applications for dispute resolution. The tenant's first application for dispute resolution was filed on August 3, 2021 pursuant to the *Residential Tenancy Act* (the *Act*) for:

- more time to cancel a Notice to End Tenancy, pursuant to section 66;
- cancellation of the 10 Day Notice to End Tenancy dated July 8, 2021 (the "First 10 Day Notice"), pursuant to section 46;
- an Order for regular repairs, pursuant to section 32;
- an Order to provide services or facilities required by the tenancy agreement or law, pursuant to section 62;
- an Order for the landlord to comply with the *Act*, regulation, and/or the tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The tenant's second application for dispute resolution was filed on October 10, 2021 pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the 10 Day Notice to End Tenancy dated October 2, 2021 (the "Second 10 Day Notice"), pursuant to section 46;
- a Monetary Order for damage or compensation under the *Act*, pursuant to section 67;
- a Monetary Order for the cost of emergency repairs, pursuant to section 33;

- an Order that the landlord's right to enter be suspended or restricted, pursuant to section 70;
- an Order directing the landlord to comply with the Act, regulation or tenancy agreement, pursuant to section 62;
- an Order for regular repairs, pursuant to section 32;
- an Order to provide services or facilities required by the tenancy agreement or law, pursuant to section 65;
- an Order to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

This hearing also dealt with the landlord's application filed on July 26, 2021, pursuant to the *Residential Tenancy Act* (the Act) for:

- an Order of Possession for Unpaid Rent, pursuant to sections 46 and 55; and
- authorization to recover the filing fee for this application from the tenant, pursuant to section 72.

The landlord filed an amendment on November 15, 2021 for:

- a Monetary Order for damage or compensation under the Act, pursuant to section 67.

The landlord's monetary claim seeks \$7,400.00 in unpaid rent and parking fees from August to December 2021.

The tenant and the landlord's agent (the "agent") attended both hearings and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The tenant's support person also attended both hearings.

Both parties testified that they are not recording these hearings.

Rule 3.5 of the Residential Tenancy Branch Rules of Procedure states:

At the hearing, the applicant must be prepared to demonstrate to the satisfaction of the arbitrator that each respondent was served with the Notice of Dispute Resolution Proceeding Package and all evidence as required by the Act and these Rules of Procedure.

The tenant testified that she served the landlord with her first application for dispute resolution and evidence via email on August 17, 2021. The landlord testified that she received the tenant's first application for dispute resolution and evidence. I find that the

landlord was sufficiently served, for the purposes of this *Act*, pursuant to section 71 of the *Act* because receipt was acknowledged.

The tenant testified that she served the landlord with her second application for dispute resolution via email but could not recall on what date. The landlord testified that she did not receive the tenant's second application for dispute resolution. The tenant did not enter any proof of service documents into evidence or the serving email. I find that the tenant has not proved, on a balance of probabilities that the landlord was served with the tenant's second application for dispute resolution, contrary to Rule 3.5. The tenant's second application for dispute resolution is therefore dismissed with leave to reapply for failure to prove service in accordance with section 89 of the *Act*.

The agent testified that the landlord served the tenant with the landlord's application for dispute resolution and evidence (the "landlord's package") via registered mail on August 12, 2021. A Canada Post receipt stating same was entered into evidence. The tenant testified that she does not check her mail often and did not receive the landlord's application for dispute resolution and evidence.

The Canada Post website states that the landlord's package was mailed on August 12, 2021 and was delivered to the tenant, who signed for it on August 22, 2021. Based on the Canada Post receipt entered into evidence and the tracking information on the Canada Post website, I find, on a balance of probabilities, that the tenant received the landlord's application for dispute resolution and evidence on August 22, 2021. I find that the tenant was served with the landlord's evidence and application for dispute resolution in accordance with sections 88 and 89 of the *Act*.

Both parties agree that the agent personally served the tenant with an amendment to the landlord's application on November 16, 2021. I find that the tenant was served with the landlord's amendment on November 16, 2021 in accordance with section 89 of the *Act*.

I note that section 55 of the *Act* requires that when a tenant submits an application for dispute resolution (the "application") seeking to cancel a notice to end tenancy issued by a landlord I must consider if the landlord is entitled to an order of possession if the application is dismissed or the landlord's notice to end tenancy is upheld and the landlord has issued a notice to end tenancy that is compliant with the *Act*.

Preliminary Issue- Severance

Residential Tenancy Branch Rule of Procedure 2.3 states that claims made in an Application for Dispute Resolution must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

It is my determination that the priority claim regarding the Notices to End Tenancy for Unpaid Rent (the “10 Day Notices”) and the continuation of this tenancy are not sufficiently related to any of the tenant’s other claims to warrant that they be heard together. The parties were given a priority hearing date in order to address the question of the validity of the 10 Day Notices.

The tenant’s other claims are unrelated in that the basis for them rests largely on facts not germane to the question of whether there are facts which establish the grounds for ending this tenancy as set out in the 10 Day Notices. I exercise my discretion to dismiss all of the tenant’s claims in the tenant’s first application for dispute resolution with leave to reapply except:

- cancellation of the 10 Day Notice to End Tenancy for Unpaid Rent dated July 8, 2021,
- more time to cancel a Notice to End Tenancy, pursuant to section 66; and
- recovery of the filing fee for this application.

Issues

1. Is the tenant entitled to more time to cancel the First 10 Day Notice, pursuant to section 66 of the *Act*?
2. Is the tenant entitled to cancellation of the First 10 Day Notice, pursuant to section 46 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*?
4. Is the landlord entitled to an Order of Possession pursuant to the First 10 Day Notice, pursuant to sections 46 and 55 of the *Act*?
5. Is the landlord entitled to recover the filing fee for this application from the tenant, pursuant to section 72 of the *Act*?
6. Is the landlord entitled to a Monetary Order for damage or compensation under the *Act*, pursuant to section 67 of the *Act*?
7. If the tenant’s application to cancel the Second 10 Day Notice is dismissed or the landlord’s Second 10 Day Notice is upheld, and the Second 10 Day Notice complies with the *Act*, is the landlord entitled to an Order of Possession, pursuant to section 55 of the *Act*?

Background/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 April 2, 2021 and is currently ongoing. Monthly rent in the amount of \$1,525.00 is payable on the first day of each month. A parking fee in the amount of \$75.00 is payable on the first day of each month. A security deposit of \$762.00 was paid by the tenant to the landlord. A written tenancy agreement and parking agreement were signed by both parties and copies were submitted for this application.

Both parties agree that the agent posted a 10 Day Notice to End Tenancy for Unpaid Rent on the tenant's door on July 8, 2021 (the "First 10 Day Notice"). The tenant testified that she received the First 10 Day Notice on July 8, 2021. The First 10 Day Notice states that the tenant failed to pay \$1,337.50 on July 1, 2021.

Both parties agree that the tenant over paid June 2021's rent and had a credit of \$262.50 to be used for July 2021's rent.

The landlord testified that the First 10 Day Notice was served on the tenant because the tenant did not pay the outstanding balance of July 2021's rent on July 1, 2021 when it was due. The tenant testified that she did not pay July 2021's rent on time. Both parties agree that the tenant made a partial payment for July 2021's rent on July 12, 2021 in the amount of \$800.00. Both parties agree that the tenant paid the outstanding balance for rent and parking on July 21, 2021 in the amount of \$537.50.

The tenant testified that she was unable to pay her rent on time because an aid organization was late making their payment to her. The tenant testified that she paid the \$800.00 in person at the landlord's office on July 12, 2021 and that she had the rest of the money with her at that time but withheld it due to emergency repairs she made to the subject rental property and for compensation for not having a storage locker which was promised when the lease was signed. Both parties agree that the agent did not agree to the rent deductions made by the tenant.

The tenant testified that she did not file to dispute the First 10 Day Notice in time because from July 13-31, 2021 she was in and out of hospital due to pregnancy complications.

The tenant testified that emergency repairs were repairs made to the closet doors in the subject rental property. The tenant testified that the landlord originally agreed to pay the invoice but never did. The tenant testified that the closet doors cost \$245.00 to repair. No repair invoice was entered into evidence. The agent testified that she agreed to pay

the repair bill once the tenant provided her with an invoice, but the tenant never gave her an invoice. The agent testified that she did not agree to any deductions to rent owing.

The tenant testified that she asked the landlord to confirm the correct address for e-transfer for the outstanding funds on July 16, 2021 but the landlord did not respond until July 21, 2021 and that's why the funds were delayed past July 16, 2021. Both parties agree that prior to July 2021 the tenant had paid rent via cheque and e-transfer. The landlord testified that the tenant knew the correct e-transfer email and that the landlord responded immediately to the tenant's inquiry regarding the amount outstanding. The tenant testified that she could not pay via cheque because there was no money in her chequing account. The tenant testified that she needed to pay by e-transfer because she had money in her savings account. The only email regarding the above testimony was entered into evidence by the tenant. The email is dated July 23, 2021 and states, in part:

This notice I requested a signed copy of by email and accounts due on July 16th to pay within the allotted time given and a record of accounts update. You sent me only what was owed, and accounting email for transfer.

The agent testified that the tenant was given receipts for use and occupancy only for the July 8, 2021 and July 21, 2021 payments. The agent entered the above receipts into evidence. In the first hearing the tenant testified that she did not receive any receipts for use and occupancy from the landlord. In the second hearing the tenant testified she did not receive the July 8, 2021 receipt but did receive the July 21, 2021 receipt. The tenant entered into evidence an email, which has been transferred into notepad, from the landlord dated July 23, 2021 which states:

Please see attached letter and receipt which is self explanatory.

The agent entered into evidence the same email which appears as a screenshot from the agent's email account. The above email includes the following three attachments:

- 10 day notice,
- Termination confirmation, and
- Receipt July 23, 2021

The landlord entered into evidence the above three attachments. The July 23, 2021 receipt for \$537.50 states:

Use and occupancy – [address of subject rental property] to July 31, 2021.

Both parties agree that a third-party organization couriered the landlord a cheque in the amount of \$600.00 on August 1, 2021 (the "August 1 cheque") to be put against the tenant's August 2021 rent. The landlord testified that she did not immediately cash the

August 1 cheque because she believed the tenancy was ending and the tenant was moving out.

The agent testified that at the end of September 2021 the landlord decided to give the tenant and her new baby a second chance and sought to withdraw the landlord's application with the Residential Tenancy Branch. Both parties agree that on September 30, 2021 the agent sent the tenant an email in which the agent informed the tenant that the landlord's application for dispute resolution was withdrawn and that the tenant's tenancy was re-instated. The September 30, 2021 email was not entered into evidence, but the parties agreed on its contents. The agent testified that around this time, since the landlord believed the tenancy was continuing, the August 1 cheque was cashed and applied to September 2021's rent.

The agent testified that because the landlord's application was crossed with the tenant's applications, the landlord was later informed by the Residential Tenancy Branch that the landlord's application could not be withdrawn without the consent of the tenant. The agent testified that the tenant refused to withdraw her applications for dispute resolution and so the landlord decided to continue with their application and decided not to withdraw it. The communication notes on this file confirm the agent's testimony.

The agent testified that the tenant has made no rental payments in any amount since the August 1 cheque and that no organizations have sent the landlord rent on behalf of the tenant since the August 1 cheque.

The tenant testified that an organization sent the landlord the full amount of rent owing for August and September 2021, but the landlord refused to accept the rent money. No evidence to support this testimony was entered into evidence. The landlord testified that she never received any cheques on behalf of the tenant from any third party after the August 1 cheque.

Both parties agree that the September 30, 2021 email stated that the tenant must pay outstanding rent by October 1, 2021. The tenant testified that she had no way of paying all the outstanding rent one day after receiving the September 30, 2021 email.

The agent testified that the tenant did not pay the outstanding rent on October 1, 2021. Both parties agree the tenant did not pay October 2021's rent on October 1, 2021. The tenant testified that she lost her subsidy from the third-party organization because the landlord cashed the August 1 cheque late and refused to cash the other rent cheques provided. The tenant did not provide any documentary evidence to support this

testimony. The tenant testified that the landlord's above actions caused rent not to be paid.

The tenant testified that she also repeatedly asked the agent how the agent would like to receive payment and the agent did not respond. No evidence to support this testimony was entered into evidence. No proof of payments made but not accepted from third parties were entered into evidence. The agent testified that the tenant has not communicated with her about rent since August 2021 and was fully aware of the accepted methods of rent payment as the tenant successfully paid rent from April to July 2021.

The landlord testified that a second 10 Day Notice to End Tenancy dated October 2, 2021 was posted on the tenant's door on October 2, 2021 (the "Second 10 Day Notice"). The tenant testified that she received the Second 10 Day Notice "in those couple of days" but could not recall on what date.

Both parties agree that no rent has been paid from August to December 9, 2021, except for the August 1 cheque. The tenant testified that she could not pay rent because the landlord caused her to lose her subsidy.

Analysis

Based on the testimony of both parties, I find that the First 10 Day Notice was posted on the tenant's door on July 8, 2021 and received by the tenant on July 8, 2021. The tenant filed to cancel the 10 Day Notice on August 3, 2021, 26 days after its receipt.

Residential Tenancy Branch Policy Guideline 11 states:

C. WITHDRAWAL OF NOTICE TO END TENANCY

A landlord or tenant cannot unilaterally withdraw a notice to end tenancy.

A notice to end tenancy may be withdrawn prior to its effective date only with the consent of the landlord or tenant to whom it is given.

A notice to end tenancy can be waived only with the express or implied consent of the landlord or tenant (see section D below).

It is recommended that withdrawal of a notice to end tenancy be documented in writing and signed by both the landlord and the tenant.

D. WAIVER OF NOTICE AND NEW OR CONTINUED TENANCY

Express waiver happens when a landlord and tenant explicitly agree to waive a right or claim. With express waiver, the intent of the parties is clear and unequivocal. For example, the landlord and tenant agree in writing that the notice is waived and the tenancy will be continued.

I find that the September 30, 2021 email was an express waiver of the landlord's right to evict the tenant pursuant to the First 10 Day Notice because the September 30, 2021 email stated that the tenancy was re-instated. I find that the landlord is not entitled to change its mind. I therefore find that the First 10 Day Notice is void and of no force or effect.

Based on the testimony of the agent I find that the Second 10 Day Notice was posted on the tenant's door on October 2, 2021. I find that the tenant was deemed to have received the Second 10 Day Notice on October 5, 2021, three days after its posting, in accordance with sections 88 and 90 of the *Act*. Upon review of the Second 10 Day Notice I find that it conforms to the form and content requirements of the *Act*.

Section 33 of the *Act* pertains to emergency repairs. Section 33 of the *Act* states:

- 33** (1) In this section, "emergency repairs" means repairs that are
- (a) urgent,
 - (b) necessary for the health or safety of anyone or for the preservation or use of residential property, and
 - (c) made for the purpose of repairing
 - (i) major leaks in pipes or the roof,
 - (ii) damaged or blocked water or sewer pipes or plumbing fixtures,
 - (iii) the primary heating system,
 - (iv) damaged or defective locks that give access to a rental unit,
 - (v) the electrical systems, or
 - (vi) in prescribed circumstances, a rental unit or residential property.
- (2) The landlord must post and maintain in a conspicuous place on residential property, or give to a tenant in writing, the name and telephone number of a person the tenant is to contact for emergency repairs.
- (3) A tenant may have emergency repairs made only when all of the following conditions are met:
- (a) emergency repairs are needed;

(b)the tenant has made at least 2 attempts to telephone, at the number provided, the person identified by the landlord as the person to contact for emergency repairs;

(c)following those attempts, the tenant has given the landlord reasonable time to make the repairs.

(4)A landlord may take over completion of an emergency repair at any time.

(5)A landlord must reimburse a tenant for amounts paid for emergency repairs if the tenant

(a)claims reimbursement for those amounts from the landlord, and

(b)gives the landlord a written account of the emergency repairs accompanied by a receipt for each amount claimed.

(6)Subsection (5) does not apply to amounts claimed by a tenant for repairs about which the director, on application, finds that one or more of the following applies:

(a)the tenant made the repairs before one or more of the conditions in subsection (3) were met;

(b)the tenant has not provided the account and receipts for the repairs as required under subsection (5) (b);

(c)the amounts represent more than a reasonable cost for the repairs;

(d)the emergency repairs are for damage caused primarily by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

(7)If a landlord does not reimburse a tenant as required under subsection (5), the tenant may deduct the amount from rent or otherwise recover the amount.

I find that repairs to a closet do not meet the definition of emergency repairs in section 33(1) of the *Act* as a closet repair is not made for the purpose of repairing:

(i)major leaks in pipes or the roof,

(ii)damaged or blocked water or sewer pipes or plumbing fixtures,

(iii)the primary heating system,

(iv)damaged or defective locks that give access to a rental unit,

- (v) the electrical systems, or
- (vi) in prescribed circumstances, a rental unit or residential property.

Pursuant to my above finding, the tenant was not permitted, pursuant to section 33(7) of the *Act*, to deduct the cost of closet repairs from rent. I also note that section 26(1) of the *Act* states that the tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this *Act*. Even if the landlord did not provide services and facilities, such as a storage locker, the tenant was not entitled to withhold rent.

I find that the tenant has not proved, on a balance of probabilities, that the landlord has refused to accept rent payment from any third-party organization. The agent disputed the tenant's above testimony and the tenant has not provided any substantiating documentary evidence. I accept the agent's testimony that the August 1 cheque was cashed late and applied to September 2021's rent. I find that the tenant has not proved, on a balance of probabilities, that the landlord's late cashing of the August 1 cheque caused a loss of funding as no supporting documentary evidence was provided. I find, on a balance of probabilities, that given the landlord's waiver of the First 10 Day Notice and acceptance of the August 1 cheque, that the landlord would more likely than not, have accepted any and all rent payments made on behalf of the tenant. The purpose for a landlord to rent out a property is to receive rent. I find on a balance of probabilities, that the landlord would have accepted any rent paid by the tenant as the landlord stated that the tenancy was reinstated in the September 30, 2021 email.

I find that the tenant has failed to prove that she made any attempt to pay outstanding rent from August to December 2021. Pursuant to section 26(1) of the *Act*, the tenant must pay rent when it is due, in this case, on the first day of each month. I find that the tenant has failed to pay rent in accordance with section 26(1) of the *Act*. I find that the tenant has failed to prove that the landlord impeded the tenant's ability to pay rent. The tenant paid rent from April to July 2021, I find on a balance of probabilities that the tenant knew the correct methods of payment to the landlord and failed to pay rent in accordance with the *Act*.

Section 46(1) of the *Act* states that a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy effective on a date that is not earlier than 10 days after the date the tenant receives the notice.

Section 46(4) of the *Act* states that within 5 days after receiving a notice under this section, the tenant may

- (a) pay the overdue rent, in which case the notice has no effect, or
- (b) dispute the notice by making an application for dispute resolution.

In this case the tenant did not pay the overdue rent within five days of receiving it and their application for dispute resolution was dismissed. I find the Second 10 Day Notice to be valid because the tenant did not pay rent in accordance with the *Act*.

Section 55 of the *Act* states that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if:

- (a) the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and
- (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

I find that since the Second 10 Day Notice complies with section 52 of the *Act*, the tenant's application to cancel the Second 10 Day Notice was dismissed, and the Second 10 Day Notice was upheld, the landlord is entitled to a two-day Order of Possession.

Based on the testimony of both parties, I find that only \$600.00 has been paid towards rent from August 1, 2021 to the present date. I find on a balance of probabilities that the landlord has not refused to accept rent from the tenant. I find that the tenant owes the landlord rent from August 2021 until the end of this tenancy.

Residential Tenancy Policy Guideline #3 states:

If a tenant has not vacated or abandoned the unit, or the conclusive presumption does not apply, (in other words the right of possession of the rental unit or manufactured home site is in issue at the dispute resolution hearing), the director will usually rely on section 68(2) of the RTA (section 61(2) of the MHPTA) to order that the date the tenancy ends is the date of the dispute resolution hearing, rather than the effective date shown on the notice to end tenancy.

Pursuant to Policy Guideline #3 I find that the date the tenancy ends is the date of the second hearing, December 9, 2021.

Residential Tenancy Policy Guideline #3 also states:

A tenant is not liable to pay rent after a tenancy agreement has ended. If a tenant continues to occupy the rental unit or manufactured home site after the tenancy has ended (overholds), then the tenant will be liable to pay compensation for the period that they overhold pursuant to section 57(3) of the RTA (section 50(3) of the MHPTA). This includes compensation for the use and occupancy of the unit or site on a per diem basis until the landlord recovers possession of the premises.

If the tenant overholds the subject rental property after December 9, 2021, the landlord is at liberty to file a separate application for dispute resolution seeking damages for overholding.

Pursuant to the tenancy agreement and Policy Guideline #3, I find that the tenant owes the landlord rent from August to November in the amount of **\$5,500.00** (total rent owed less \$600.00 paid). I find that the landlord is entitled to rent on a per diem basis for December 1-9, 2021 pursuant to the following calculation:

$$\text{\$1,525.00 (rent) / 31 (days in December) = \$49.19 (daily rate) * 9 (days of tenancy in December 2021) = \$442.71.}$$

Pursuant to the parking agreement and Policy Guideline #3, I find that the tenant owes the landlord parking from August to November in the amount of **\$300.00**. I find that the landlord is entitled to parking on a per diem basis for December 1-9, 2021 pursuant to the following calculation:

$$\text{\$75.00 (parking) / 31 (days in December) = \$2.42 (daily rate) * 9 (days of tenancy in December 2021) = \$21.78.}$$

As the landlord was successful in the application for dispute resolution, I find that the landlord is entitled to recover the \$100.00 filing fee from the tenant, pursuant to section 72 of the *Act*.

As the tenant was successful in the tenant's first application for dispute resolution, I find that the tenant is entitled to recover the \$100.00 filing fee from the landlord, pursuant to section 72 of the *Act*.

Section 72(2) of the *Act* states that if the director orders a tenant to make a payment to the landlord, the amount may be deducted from any security deposit or pet damage deposit due to the tenant. I find that the landlord is entitled to retain the tenant's security deposit in the amount of \$762.00.

Conclusion

Pursuant to sections 46 and 55 of the *Act*, I grant an Order of Possession to the landlord effective **two days after service on the tenant**. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue a Monetary Order to the landlord under the following terms:

Item	Amount
Unpaid rent	\$5,942.71
Unpaid parking fees	\$321.78

Filing fee	\$100.00
Less security deposit	-\$762.00
Less filing fee	-\$100.00
TOTAL	\$5,502.49

The landlord is provided with this Order in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court 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: December 09, 2021

Residential Tenancy Branch