



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, CNC, FFT

Introduction

This hearing was convened by way of conference call concerning an amended application made by the tenants seeking an order cancelling a notice to end the tenancy for landlord's use of property, an order cancelling a notice to end the tenancy for cause, and to recover the filing fee from the landlords for the cost of the application.

The hearing did not conclude on the first or second dates scheduled, and I adjourned the hearing to continue. One of the tenants (SM) attended the hearing on each day scheduled, accompanied by Legal Counsel, and represented the other named tenant and the tenant company. One of the named landlords also attended on each scheduled date, also accompanied by Legal Counsel.

The parties each gave affirmed testimony, and the landlords also called 1 witness who gave affirmed testimony. The parties were given the opportunity to question each other and the witness, and to give submissions. The parties also agree that all evidence has been exchanged, and all evidence has been reviewed and is considered in this Decision.

During the course of the hearing the landlord agreed to cancel the One Month Notice to End Tenancy for Cause. The *Act* only permits a party to cancel or withdraw a notice to end the tenancy with the consent of the other party. Since the tenants have applied to cancel it, I find that the tenants have consented. Therefore, the One Month Notice to End Tenancy for Cause dated January 21, 2022 is hereby cancelled.

Also, during the first schedule date of the hearing, I ordered the landlords to have the hydro re-connected immediately. During the second scheduled date I was advised that the landlords had complied.

Issue(s) to be Decided

The issue remaining to be decided is:

- Have the landlords established that the Two Month Notice to End Tenancy for Landlord's Use of Property was issued in accordance with the *Residential Tenancy Act* and in good faith?

Background and Evidence

The landlord (HL) testified that he took over as property manager for the owner in November last year, and does not know when the tenancy began, or how much rent is payable, or any other information regarding the commencement of the tenancy.

The landlord testified that he served the tenants personally with a Two Month Notice to End Tenancy for Landlord's Use of Property on November 16, 2021, and a copy has been provided as evidence for this hearing. It is dated November 16, 2021 and contains an effective date of vacancy of January 31, 2022. The reason for issuing it states: The rental unit will be occupied by the landlord or the landlord's close family member (parent, spouse or child; or the parent or child of that individual's spouse), specifying the child of the landlord or the landlord's spouse. The landlord testified that the owner's son wants to move in, and the landlord received those instructions from the owner (YM).

The landlord and the owner's son exchanged emails, and copies have been provided for this hearing, showing certain areas circled that indicate that the owner's son will be moving into the rental unit. Emails were also exchanged between the landlord, the owner's son and the tenant (SM). In the email exchange, the landlord sent another email to the tenant (SM) stating that it would be in the best interest of the tenant to move out.

The landlord further testified that the owner's son wants to do some renovations and the owner wanted the landlord to contact a contractor to get a renovation quote. The tenant was notified by email, however the tenant cancelled the appointment with the contractor without the landlord's permission; initially the tenant resisted the contractor being on site, but at a later date allowed the contractor in.

The landlord introduced the owner's son to the contractor, and advised the contractor that the owner's son was hoping to move into the rental unit in February. A copy of the contractor's quote has been provided for this hearing. The owner's son agreed with the

quote and gave a 10% deposit for work that the owner's son was hoping to have done when he moved in. A copy of the receipt in the amount of \$6,700.00 dated February 11, 2022 has been provided for this hearing.

The owner's son exchanged emails with the tenant in January, 2022 wherein the tenant was advised that the owner's son was moving in and the contractor needed to get into the rental unit.

The landlord further testified that he and the tenant had discussions about the rental home being listed for sale. The tenant had advised the landlord that he had contacted a realtor, and the owner wanted to sell the property. The landlord checked with the owner who advised that there was never a signed agreement with the realtor and didn't put the house on the market. The landlord checked the records and that was correct. The last time the rental home was listed was in 2017, and that's the date the owner purchased it, and has not been listed for sale since then.

The landlord is a property manager with other clients and facilitated a tenancy agreement with the owner's son in another rental unit, and the owner's son is currently renting that unit. A copy of the tenancy agreement has been provided for this hearing. The landlord also facilitated obtaining a tenant for the property belonging to the owner's son. The owner's son moved out of his property and into the rental property because he didn't need such a big house. His rent is \$2,200.00 per month and the landlord told the owner's son that he could rent his own property for about \$5,000.00 per month. A copy of a new tenancy agreement for that amount has also been provided for this hearing, for a tenancy commencing on December 1, 2021 and expiring on November 30, 2022, thereafter reverting to a month-to-month tenancy.

The landlords' witness (QN) testified that his mother is the owner of the rental home. In June, 2021 the owner asked if her son wanted to move into the rental home, and the owner's son said that he would like to. At that time, the owner's son owned other property and planned to rent it out.

The witness also testified that the first he learned about a possibility that his mother might sell the rental home was in the evidence provided for this hearing, but it was never listed on MLS.

The witness requested the property manager to issue a Two Month Notice to End Tenancy for Landlord's Use of Property. Then the witness learned about issues with the tenant and issued a One Month Notice to End Tenancy for Cause. Both notices were disputed and the tenant was successful in early November, 2021 in having both

notices cancelled. However, the witness genuinely intended to move into the rental home.

After that, the owner and the witness fired the property manager (HL, who is referred to in this application as a landlord) for failure to do his fiduciary duties, due to losing the hearing in November. Another property manager was hired, who issued another Two Month Notice to End Tenancy for Landlord's Use of Property. The tenant disputed it, which put the owner's son in a predicament because he had already committed to a tenancy for his own property. He had placed an advertisement on November 13, 2021 and entered into a tenancy agreement with a tenant on November 30, 2021 for a tenancy to begin on December 1, 2021.

At the end of December the witness made arrangements for a contractor to complete renovations on the rental property and a deposit of \$6,700.00 was given. However the witness was not able to coordinate a start date because the tenant refused to move out.

On January 20, 2022 the witness sent an email to the tenant stating that the witness was renting a condominium that he could not afford because the tenant refused to move out. The witness is not working, and his mother pays for everything. Another email dated January 29, 2022 was sent to the tenant stating that the owner would be applying for a judicial review by the Supreme Court, and that the owner's son must move into the rental property and have no other options; no matter what the costs will be. It was meant to show the determination of the owner's son and that it is his mother's house, and the owner's son didn't know why he couldn't do so. Further, he had already rented his own property for \$5,000.00 per month. Also, the tenant was causing problems in the neighbourhood, and safety of neighbours is priceless. The landlord always wants to minimize cost, but the witness wants to move into the rental unit and wants the tenant to move out.

The witness also purchased new furniture for the rental home assuming he would be moving in, including beds for his sister and parents. His sister will finish school in June and then starting in September or January she will come to Canada with her mother to ensure all is settled. The owner will have a place she can live in for several months while her daughter attends school. The owner will stay in Canada to occupy the rental home for 6 to 9 months. The testimony of the previous property manager was incorrect; the owner's son does not want a smaller apartment, but the owner and the owner's son want to move into the rental home. The previous property manager was not told that the owner's son wanted something smaller.

The witness also changed the hydro to his name believing that he would be moving in, as well as his Telus billing address and BC identification address. In short, the owner's son rented out his property and then had to move into a rental.

The tenant (SM) testified that he rented the rental home, taking possession in late September, 2017, about 4 ½ years ago and currently pays \$4,100.00 per month rent. The rental home has 4 bedrooms and 2 ½ bathrooms and the main floor is about 1800 square feet and the 2nd floor under 2200 square feet with a front yard and large fenced back yard.

The tenant has received 2 notices to end the tenancy prior to the ones that are subjects of this dispute.

After the tenant learned that the landlord might sell, the tenant questioned possibly buying and then learned that the landlord's family wanted to move in. The tenant's daughter moved to the area, they were happy living there and would be interested in buying without listing the rental home. The tenant followed up, and it was indicated that the position of the property owner had changed and the tenant was given a Two Month Notice to End Tenancy for Landlord's Use of Property. The rental home had not been listed. The tenant was not advised by anyone that the owner's son was going to move in, just that the owner was no longer interested in selling. The tenant thought it strange for such a change and decided to dispute the Notice. Shortly after, 2 neighbours mentioned that the tenant was kicked out and was moving. No one had prior discussions with the tenant that the owner's son was moving in. The tenant had never met or communicated with the owner and didn't know that the owner had a son or daughter, but dealt only with the property manager.

Prior to receiving the first Two Month Notice the landlord's son had not looked at the rental home. The tenant thought it was odd that 2 neighbours would mention the tenant moving out so called the realtor office and was told they didn't know anything about it. However the next day the tenant received a One Month Notice to End Tenancy for Cause posted to the door with ridiculous accusations, which were dismissed with no supporting evidence at the last hearing. A lot of boxes were checked off in the One Month Notice, including illegal activity and the tenant was very confused as to why it was served.

The tenant currently enjoys the property and wants to continue to live there until a suitable property to purchase is found.

The tenant met the second property manager, who was being super great and the tenant showed how well the property had been taken care of. The tenant also met the owner's son. The next day, the new property manager gave the tenant another Two Month Notice to End Tenancy for Landlord's Use of Property. It was disturbing; just lies.

On November 21, 2021 the tenant received an email from the new property manager stating that the owner's son would be moving into the rental unit on February 1, 2022. Thereafter, the property manager and the owner's son arrived, and there was no indication that the owner's son would be moving in. After the November 3, 2021 hearing wherein the first Two Month Notice had been cancelled, the tenant sent emails about required repairs, but started getting push-back from the property manager that the tenant would be evicted if he fixed anything.

The parties agreed to a date for repairs, then the tenant received a notice about not cooperating for inspections, but it was supposed to be repairs done, not renovations. The tenant was also accused of not paying rent, but it's paid by a pre-authorized payment. It was one thing after another. An inspection took place in late January, 2022. Repairs requested were looked at by the contractor who also measured for carpets. The contractor said he had been working for the owner's new property manager for about a year and he would speak to the property manager about repairs.

The rental unit could be re-rented for \$6,000.00 or \$7,000.00 per month and that's what this is about. Cutting off services and changing things from the tenancy agreement, then learning that the owner's son would move in, then the family moving in didn't make sense.

The tenant mentioned required repairs 3 or 4 times and testified that if he had carried out the repairs himself, he would be evicted. The tenant suggested exterior paint, the dishwasher which hasn't worked for years, and the fence is in extremely bad shape. It was also odd that the floor had laminate for 15 steps when the rest of the house has hardwood. The bathroom shower hasn't worked, but the tenant repaired some things and was threatened with eviction. The tenant has been emailing about guidance or permission to make the repairs himself. No repairs have been done by the landlord at all.

The tenancy agreement includes maintenance of the pool and garden, which has been done consistently until the new property manager took over who cancelled the pool maintenance. The tenant got the pool done to prevent mould and has been using pest control at his own expense for yard maintenance because the property manager doesn't deal with it.

The tenant was never given any indication that the owner and a daughter would be moving in, only the owner's son; this is all new information. The tenant has tried to communicate about moving, and even offered to do repairs with authority from the owner, and renegotiating a rental amount. The tenant has tried to do what he can in a good way, but the answer has been "No," and he has to move out; it's been very aggressive.

The quote for renovations is a ridiculous quote and a scam. The tenant's family has a long history, and if the quote is to upgrade, it would be upgraded properly.

SUBMISSIONS OF THE LANDLORDS' LEGAL COUNSEL:

This is the second time that a Two Month Notice to End Tenancy for Landlord's Use of Property was issued. Circumstances have changed; the landlords have new Legal Counsel and a new property manager, and know that 12 months' rent is the consequence for failing to use the rental unit for the purpose contained in the Notice. The owner's son wants to occupy the rental home. The rationale is for the owner's daughter, who is a junior, who will hopefully be able to finish school, and the owner would stay at the property to assist her daughter. This is the first time this has been raised, but the landlord only has to prove that family is moving in.

The facts are that a notice to end the tenancy was issued and at that time, the owner's son had a property in his name, which he rented out and rented another property to live in. If it was a rouse, it would be convenient for the owner's son to say he will stay there. The proof of good faith are the tenancy agreement for the other property, the payments for his new rental and a Craigslist advertisement.

The owner's son purchased furniture including beds for his mom and sister, in a timely manner. Right or wrong, the owner's son also changed his identification. It was not unusual for the contractor to attend to see what needed to be done for the owner to move in. Changing the hydro account was a mix-up too quickly but was resolved and unintentional. The point being that the owner's son actually intended to move in.

The tenant's narrative and analysis and case theory of how he thinks the estimate of the contractor is bogus, including cabinetry and flooring, is none of his business. A request was made and the contractor gave an estimate. The owner's son got a quote for moving into the rental property. While no figure was negotiated, the tenant put it to the property manager that he was willing to increase rent. If that's what the owner wanted, why would an absentee owner care and go to great lengths to remove the tenant and get another tenant? If it was all about money and selling, the tenant offered according

to his testimony that he was willing to purchase the rental home at a premium. No showings would be required or a listing on MLS. Selling to the tenant would go against his own theory, which makes no sense.

Whether or not there was some correspondence, brief as it was between the tenant and the realtor, it doesn't matter. The landlord can change her mind and the property was never listed. If the landlord really wanted to sell it would have been listed. The owner's son entered into a discussion with the owner about occupying it.

The only bad faith alleged would be about the prior property manager. The landlord would have to make alternate arrangements for the owner's daughter and requiring the owner's son to pay an extra \$2,200.00 per month for his own rent.

The owner's son gave testimony answering questions without narrative, but straight. The tenant cannot give evidence about the landlord's intent, only about circumstantial evidence. That should be discounted as a sales pitch, not factual evidence. The owner's son purchased furniture, paid a deposit to a contractor, changed his identification, and it is utter speculation to say that it's discounted. If the rental unit is re-rented at a higher amount, the owner's son would still be paying the rent for his current tenancy.

SUBMISSIONS OF THE TENANTS' LEGAL COUNSEL:

This stretches back to June, 2021, and the landlord is acting in bad faith by issuing another Two Month Notice to End Tenancy for Landlord's Use of Property. The owner has cycled through numerous reasons to end the tenancy. First the owner wanted to sell, and the tenant got that information from the property manager, which was made clear in the email of June 14, 2021. There would be no reason for that to be mentioned. When the tenant gave notification about buying, immediately the landlord changed her mind about selling, and the Notice was given under the pretext that the owner's son would move in. Then the landlord gave a One Month Notice to End Tenancy for Cause alleging parties, loud and obnoxious and commercial parties, charging a cover fee for attendance, some during the COVID pandemic; and for renting without permission and having a repair shop. In November, 2021 the Arbitrator found that the landlord failed to prove any allegations.

The first focus of the November hearing was on the One Month Notice, not the Two Month Notice. Counsel was only hired to deal with the One Month Notice. The true reasons for wanting to end the tenancy are in the November, 2021 Decision. The reasons for ending the tenancy was about wild parties, naked guests, loud noise and

doing drugs. The landlord is now circumventing, stating that the owner's son must move in; there are no options, no matter the cost. However the true reasons are in the One Month Notice and there is ample evidence that this is the true reason regardless of the owner moving back to Canada.

Following the Decision of November 3, 2021 the landlord issued another Notice less than 2 weeks after receiving the Decision. The landlord also issued another One Month Notice, which was withdrawn as a surprise during this hearing. It continues to be evidence of the landlord's bad faith; frivolous and unsubstantiated grounds. As late as last week, a new story about the owner and daughter moving in. The landlord has failed to provide any evidence of that, which is also telling. On November 23, 2021 the owner's son wrote to the tenant, but made no mention of his mother or sister moving in. Other emails have also been provided including about renovations, but again there is no mention of the owner or daughter moving in. An inference should be drawn that that is a recent fabrication. The first property manager testified that the reason the landlord's son wanted to move out of his own property was that he wanted something smaller.

The owner's son also told the tenant that he had no option but to move in and had no money, but evidence contradicts that. He had the option to remain in his own property. He also gets \$5,000.00 per month for his own property, and to assert he can't afford his \$2,200.00 rental is not believable, especially considering that his mother pays his rent. There is no concrete proof that the owner's son intends to move in.

The landlords have abused the process. The proper approach would have been to review the November, 2021 Decision or file for Judicial Review, not issue another Notice.

Although the landlords have agreed to cancel the One Month Notice to End Tenancy for Cause, it is still relevant to establish bad faith. The reasons for issuing it are frivolous. The rent was paid in the manner that it was at the request of the landlord. The reason for the landlord's son to enter was not reasonable. The renovation quote includes many repairs that the tenant asked for some time ago, some of which are fundamental under the *Residential Tenancy Act*.

The application for a new identification card for the landlord's son contains incorrect information, such as his current address, and cannot be used to prove that he intends to move into the rental unit. In January, 2022 the owner's son emails the tenant saying that the house belongs to his mother and they want it back. The owner's son had another option on November 16, 2021.

Notices to end a tenancy must be given in good faith. In this case the landlord issued several notices, is now restricting services and has refused to complete required repairs. The tenants were given leave to reapply for repairs and have taken steps to do so. The applicants are concerned that the landlord will issue another notice to end the tenancy if the Notice that is the subject of this hearing is cancelled. There has been a pattern, and there will likely be another hearing.

REPLY BY THE LANDLORDS' LEGAL COUNSEL:

The furniture purchased and quotations for renovations are not evidence that existed when the first Two Month Notice was issued.

Emails can be abrupt. The owner's son indicated that he had no option due to the fact that he had rented out his own property. It's not up to the tenant to dictate how a landlord manages property holdings, and the Decision to move out of one property and re-rent another, is not something the tenant can take issue with, but a business decision.

Analysis

Where a tenant disputes a notice to end a tenancy given by a landlord, the onus is on the landlord to establish that it was given in accordance with the *Residential Tenancy Act*, and in the case of a Two Month Notice to End Tenancy for Landlord's Use of Property, the landlord must establish good faith intent to use the rental unit for the purpose contained in that Notice. Good faith means an honest intent with no other motive.

In this case, the owner's son testified as a witness that he has an honest intent to move into the rental unit. He currently owns other property and rented it out believing he would be moving into the rental property owned by his mother, and changed his identification to show the address of the rental unit. That may have been somewhat presumptuous, however when he could not move into the rental unit, he commenced a tenancy in another unit. He also purchased furniture for his mother and sister to reside in the rental home, and has provided evidence of that, and paid a large deposit for renovations.

The tenant takes the position that the owner's son, who corresponded with the tenant by email never mentioned in any of the correspondence anything about the owner and his sister moving in. However, there is no requirement for that. The tenant also testified that the quote provided by the landlords for renovations is not completed properly, is a

scam, and if an upgrade was really meant to be done for the owner to move in, it would be done properly.

I have reviewed all of the evidentiary material provided by the parties, and note the sequence of events:

- On June 14, 2021 the tenant was advised by the realtor office that the owner is going to sell and put the rental home on MLS. The tenant replies that the tenant will purchase the property in 1 year or less, and the owner will not have to deal with operating costs or realtor fees.
- On June 16, 2021 the tenant received an email from the realtor office that the owner "wants to go with his realtor," and states the owner will give some compensation for showings.
- On June 21, 2021 the landlord issues a Two Month Notice to End Tenancy for Landlord's Use of Property, effective August 31, 2021. The reason for issuing it is the rental unit will be occupied by the child of the landlord or landlord's spouse.

That in itself could give rise to an ulterior motive.

- On June 23, 2021 the realtor advises the tenant that the owner doesn't want to sell now.
- On August 23, 2021 the landlord's son signed and issued a One Month Notice to End Tenancy for Cause, effective September 30, 2021, citing 9 reasons for ending the tenancy.
- On November 2, 2021 a hearing was held wherein the tenant had applied for an order cancelling both notices to end the tenancy and for repairs. The resulting Decision is dated November 3, 2021.

A copy of the resulting Decision has been provided for this hearing, which cancels both notices to end the tenancy. It also states that no evidence had been lead by Legal Counsel for the landlords with respect to the Two Month Notice to End Tenancy for Landlord's Use of Property, who was only retained to deal with the One Month Notice to End Tenancy for Cause, and the only evidence lead was that if the tenant left, the owner's son would move in "for sure."

- On November 13, 2021 the owner's son placed an advertisement to rent his own property for \$5,000.00 per month.

- November 16, 2021 the second Two Month Notice to End Tenancy for Landlord's Use of Property was served, effective January 31, 2022, stating that the rental unit will be occupied by the child of the landlord or landlord's spouse.
- On November 17, 2021 the landlord's son advises the tenant that the previous property manager has been fired, and a Judicial Review will be filed, and both notices to end the tenancy will be enforced; that the landlord's son must move into the property, no other options, no matter the cost.
- On November 22, 2021 the new property manager advises the tenant that he will coordinate with the tenant and the contractor for renovations, and the owner's son will be moving in, and needs to do some measurements of the living room and bedroom for his furniture.
- On December 22, 2021 the new property manager recommends a contractor for renovations to the owner's son; and to the contractor stating that the owner's son plans to move into the house on February 1, 2022.
- On December 27, 2021 the tenant proposes a new date for an inspection and questions whether the contractor intends to view the property to prepare a quote for renovations as requested by the owner's son, or for repairs requested by the tenant.
- On December 28, 2021 the landlord's property manager advises the tenant in writing that the landlord's son will move in after completing some renovations and any refusal to provide entry will be a breach and that the property manager will issue a one month notice to end the tenancy.
- On January 18, 2022 the new property manager advises the tenant that the contractor will visit to take measurements because the owner's son needs to do some renovations.
- On January 19, 2022 the new property manager advises the tenant that he has to move out at the end of January, 2022 or will have to pay the extra costs of the owner's son.
- On January 20, 2022 the owner's son advises the tenant that he has to move in at the end of January, 2022, had just graduated and his salary is not enough to afford a condo; that his mother tries to support him and allows him to move into the house.
- On January 21, 2022 the landlord served another One Month Notice to End Tenancy for Cause, effective February 28, 2022 citing 3 reasons for ending the tenancy.

The One Month Notice to End Tenancy for Cause was cancelled by Legal Counsel for the landlords at this hearing.

- On January 30, 2022 the owner's son advises the tenant that he has purchased furniture and items that he plans to deliver to the rental home and move in on February 1, 2022, and that as a result of the tenant's failure to move out, storage fees and compensation will be enforced as against the tenant.
- On February 9, 2022 the owner's son sends an email to the contractor stating that the parties are awaiting a hearing on March 17, 2022 and hopes to have the renovation start on March 28, 2022, and that the owner's son is exited to move in and will no longer need to rent a condo.
- On February 10, 2022 the owner's son obtains a new BC Identification card, showing the address of the rental home.
- On February 12, 2022 the owner's son asks for confirmation of the contractor receiving the deposit for the renovations, and that the tenants will move out around the end of March, 2022 and the work can commence.
- On February 14, 2022 the owner's son seeks a quote for moving into the rental home around March 25 to the end of March, 2022.
- On February 21, 2022 the owner's son gives notice to end his tenancy effective March 31, 2022.

I accept that the first property manager indicated that the owner intended to sell. Legal Counsel for the landlords submitted that the owner changed her mind and the owner's son testified that he checked and the house was never listed for sale.

The Arbitrator who made the November 3, 2021 Decision did not make a finding that the landlords did not have good faith intent, but a finding that the landlords' Legal Counsel didn't lead any evidence in that regard.

The owner's son made some presumptuous decisions, such as to rent out his own property on November 13, 2021 prior to issuing the second Two Month Notice to End Tenancy for Landlord's Use of Property.

I also accept that there was no mention by the property managers or the owner's son that the owner and daughter intended to move to the rental unit as well. As previously stated, that is not a requirement, only that the rental unit will be occupied by the landlord's child. However, given that the owner's son has made significant attempts to renovate and purchase furniture for his own use in the rental home, and in the meantime is renting another space, I am satisfied that the owner's son intends to move into the rental unit.

I accept the testimony of the landlord's son that he intends to occupy the rental unit, and the tenant's application to cancel the Notice is dismissed.

The *Residential Tenancy Act* specifies that where I dismiss a tenant's application to cancel a notice to end a tenancy given by a landlord, I must grant an Order of Possession in favour of the landlord, so long as the Notice given is in the approved form. I have reviewed the second Two Month Notice to End Tenancy for Landlord's Use of Property, and I find that it is in the approved form and contains information required by the *Act*. Therefore, I grant an Order of Possession in favour of the landlords. Since the effective date of vacancy has passed, I grant the Order of Possession effective on 2 days notice to the tenants.

Conclusion

For the reasons set out above, the One Month Notice to End Tenancy for Cause dated January 21, 2022 is hereby cancelled.

The balance of the tenant's application is hereby dismissed.

I hereby grant an Order of Possession in favour of the landlords effective on 2 days notice to the tenants.

This order is final and binding and may be enforced.

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: May 30, 2022

Residential Tenancy Branch