Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNL, OLC, FFT**

Introduction

This hearing was convened by way of conference call in response to the Tenant's application for dispute resolution ("Application") under the *Residential Tenancy Act* (the "Act") in which the Tenant seeks:

- an order to cancel an undated Two Month Notice to End Tenancy for Landlord's Use ("First 2 Month Notice") pursuant to section 49;
- an order to cancel a Two Month Notice to End Tenancy for Landlord's Use dated January 25, 2022 ("Second 2 Month Notice") pursuant to section 49;
- an order the Landlords comply with the Act, *Residential Tenancy Regulations* ("Regulations") and/or tenancy agreement pursuant to section 62; and
- authorization to recover the filing fee of the Application from the Landlords pursuant to section 72.

The Tenant, the current Landlord ("MV"), and the former Landlord's legal counsel ("DM") attended the hearing. They were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The former Landlord ("AW") did not attend the hearing. A son of MV ("LV") was called and attended the hearing to provide testimony.

After the hearing, I issued an interim decision (Interim Decision") dated April 15, 2022 that was served by the Residential Tenancy Branch ("RTB") on the Tenant, AW and MV. In the Interim Decision, I requested the Tenant and MV submit a copy of the Second 2 Month Notice to the RTB so that I could view it to verify the 2 Month Notice complied with the provisions of section 52 of the Act. I also requested that AW serve the Tenant with, and submit to the RTB, a copy of the written notice dated ("Buyers Notice") dated January 25, 2022 given by MC to AW requesting that a Two Month Notice be served on the Tenant, a copy of State of Title Certificate for the rental unit disclosing MV

as the registered owner of the rental unit and a completed Address for Service as the "landlord" on Form RTB-51. The Tenant and AW submitted the requested documents for my review.

Preliminary Matter – Service of NDRP, Amendment and Evidence Packages by Tenant

The Tenant stated she served the Notice of Dispute Resolution Proceeding ("NDRP") and some of her evidence ("collectively the NDRP Package") on the former Landlord ("AW") by registered mail on January 28, 2022 using the United States Postal Service. The Tenant submitted a photo of the NDRP Package that had the US Postal Service tracking label ("Outbound NDRP Package"), US Postage paid label, a copy of the receipt for payment of the US Postal registered mail service and a copy of the US Postal tracking stub. In addition, the Tenant submitted the tracking information she obtained from the US Postal Service which indicated the package was delivered. DM stated that AW did not receive this package which was corroborated by an email dated March 24, 2022 submitted into evidence by the Tenant wherein DM stated:

> [First name of AW] dd not ever receive the notice of hearing that includes the access code for uploading evidence and the telephone number and code for the hearing. If you are planning to carry on with your spurious dispute please provide the notice of hearing and your evidence.

The Tenant submitted a copy of her reply email dated March 24, 2022 that she sent to DM which stated:

> According to my records [first name of AW] did receive the package. I have the signed receipt. I submitted photos of the receipt and the tracking history to the RTB a while ago.

In addition to the email dated March 24, 2022 sent by the Tenant to DM, the Tenant submitted into evidence a photo of the NDRP Package ("Returned NDRP Package"), with the tracking number label affixed to it, which displayed a label that it was returned to the Tenant by the US Postal Service through a Canada Post retail office located at a local Shoppers Drug Mart location ("Canada Post Retail Office"). I examined the Outbound NDRP Package and the Returned NDRP Package and found they are identical except for (i) the Canada Post tracking label for the Canada Post Retail Office; (ii) some handwriting on the left side of the envelope and (iii) handwriting made in red felt pen above AW's address which states "To [sic] late for me!! The Property is sold".

Section 89 of the Act states:

> **89**(1) An application for dispute resolution or a decision of the director to proceed with a review under Division 2 of Part 5, when required to be given to one party by another, must be given in one of the following ways:
>
> (a) by leaving a copy with the person;
>
> (b) if the person is a landlord, by leaving a copy with an agent of the landlord;
>
> (c) *by sending a copy by registered mail to the address at which the person resides or, if the person is a landlord, to the address at which the person carries on business as a landlord;*
>
> (d) if the person is a tenant, by sending a copy by registered mail to a forwarding address provided by the tenant;
>
> (e) as ordered by the director under section 71 (1) *[director's orders: delivery and service of documents]*;
>
> (f) by any other means of service provided for in the regulations.

Section 1 of the Act defines registered mail as follows:

> **"registered mail"** includes any method of mail delivery provided by Canada Post for which confirmation of delivery to a named person is available;

The Tenant sent the Outbound NDRP Package by a service other than by registered mail as defined in section 1 of the Act. As such, the NDRP Package was not served in accordance with section 89 of the Act. No explanation for the discrepancy between the tracking information from the US Postal Service reporting the NDRP Package was delivered to AW, the email from DM advising the Outbound NDRP Package had not been received by AW and the photo of the Returned NDRP Package submitted by the Tenant. The Tenant did not provide any evidence to demonstrate that she re-served the NDRP Package on AW. The records of the RTB indicate AW's agent called the RTB, advised AW had not been served with the NDRP Package and was provided with a copy of the NDRP only. As the service of the NDRP Package did not comply with section 89 of the Act, I had the option of dismissing the Application. However, DM and MV indicated they wanted to proceed with the hearing. As such, I find the NDRP Package was sufficiently served on AW pursuant to section 71(2)(b) of the Act.

The Tenant stated she prepared and served an amendment ("Amendment") to the application dated February 9, 2022 ("Amendment"), together with additional evidence, on AW by registered mail. The Tenant did not submit any evidence to corroborate her testimony. However, DM and MV indicated they wished to proceed with the hearing. As such, I find the Amendment and additional evidence were sufficiently served on AW pursuant to section 71(2)(b) of the Act.

The Tenant stated she served additional evidence on AW by registered mail on March 28, 2022. The Tenant submitted the Canada Post tracking stub for service of this evidence on AW. I find this evidence was served on AW in accordance with the provisions of section 88 of the Act.

Preliminary Matter – Severance and Dismissal of Tenant's Claim

The Application includes a claim for an order for the Landlords to comply with the Act, Regulations and/or tenancy agreement. Rule 2.3 of the *Residential Tenancy Rules of Procedure* ("RoP") states:

> **2.3 Related issues Claims made in the application must be related to each other.**
>
> Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

Where a claim or claims in an application are not sufficiently related, I may dismiss one or more of those claims in the application that are unrelated. Hearings before the RTB are generally scheduled for one hour and Rule 2.3 is intended to ensure disputes can be addressed in a timely and efficient manner. Based on the above, if I cancel the First and Second 2 Month Notices, then I will dismiss with leave to reapply, the Tenant's claim for an order for the Landlord to comply with the Act, Regulations and/or tenancy agreement. However, if I issue an Order of Possession in favour of the Landlords, then I will dismiss without leave to reapply, the Tenant's claim for an order for the Landlords to comply with the Act, Regulations and/or tenancy agreement.

Preliminary Matter – Adding Another Person as a Respondent

DM explained that AW and MV entered into a purchase and sale agreement for the purchase of the rental unit by MV. When the Application was made, the Tenant only named AW as the Landlord. DM stated the purchase and sale of the rental unit

completed on April 7, 2022. As requested in my Interim Decision, AW submitted a copy of the State of Title Certificate into evidence that confirms MV is the registered owner of the Rental Unit. Rules 7.12 to 7.14 of the RoP state:

7.12 Request that another person be added to a proceeding

In exceptional circumstances, a party may make an oral request at the hearing to add another party.

7.13 Determining that another person be added as a party

At the request of a party under Rule 7.12, the arbitrator will decide whether a person will be added as a party. *In addition, the arbitrator may unilaterally determine that another person should be added as a party. The newly added party will be added to the proceedings without the need for further revision of the Application for Dispute Resolution.* All Rules of Procedure apply to the newly added party, with the exception of Rules establishing timeframes for the exchange of evidence. As soon as possible after a party is added to a proceeding, the original applicant(s) and respondent(s) must serve their evidence on the newly added party. The newly added party must, as soon as possible, serve their evidence on the original applicant(s) and respondent(s) and submit it to the Residential Tenancy Branch directly or through a Service BC Office, and in any event not less than seven days before the reconvened hearing.

[emphasis in italics added]

7.14 Making orders regarding service

The arbitrator may make orders in relation to service of necessary documents on a newly added party, such as a copy of the Application for Dispute Resolution, a copy of the Notice of Dispute Resolution Proceeding Package and information on the dispute resolution process.

7.15 Issuing orders affecting an added party

When a party has been added to a proceeding under Rule 7.13 and has been served with notice of the proceeding, the arbitrator may issue decisions and orders affecting that party whether or not they participate in the hearing.

As MC is now the registered owner of the rental unit, he clearly has an interest in these proceedings and, if an Order of Possession is granted by me for the Tenant to vacate the rental unit, then being named as one of the Landlords in that Order of Possession. As such, he would be prejudiced if he is not named as a respondent in the Application. Based on the above, I amend the Application to add MV as a respondent.

Issues to be Decided

- Is the Tenant entitled to cancellation of the First 2 Month Notice?
- Is the Tenant entitled to cancellation of the Second 2 Month Notice?
- If the Tenant is not entitled to cancellation of both the First and Second 2 Month Notices, are the Landlords entitled to an Order of Possession pursuant to section 55(1) of the Act?

Background and Evidence

While I have turned my mind to all the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here. The principal aspects of the Application and my findings are set out below.

The parties agreed the tenancy commenced on September 15, 2019 with rent of $2,100.00 payable on the 1st day of each month. The Tenant paid a security deposit of $1,050.00 on August 12, 2019. The Tenant stated she sent cheques for the rent for payment of rent but the cheques were returned to her by AW.

DM sated AW served the First 2 Month Notice in the Tenant's mailbox. The Tenant stated she received the First 2 Month Notice on or about January 14, 2022. The Tenant submitted a copy of the Buyer's Notice that was sent by MV to AW requesting AW give notice to end the tenancy to the Tenant on the basis MV or a clos family member intends in good faith to occupy the rental unit. As I was unable to fully view the digital copy of the Buyer's Notice that was submitted to the RTB by the Tenant, I requested AW submit a copy of the Buyer's Notice so that I could verify the Buyer's Notice was served on AW prior to AW serving the Tenant with the First and Second 2 Month Notices.

DM stated that, although the First 2 Month Notice was served on the Tenant, it did not comply with section 49(7) of the Act as it did not provide the name or address of the Tenant, provide the date of that Notice and did not state the name and address of the

purchaser of the rental unit. DM stated that, to correct the deficiencies in the First 2 Month Notice, the Second 2 Month Notice was prepared and served on the Tenant in-person on January 26, 2022. The Tenant admitted receiving the Second 2 Month Notice and she filed the Amendment to dispute the Second 2 Month Notice. I find the Second 2 Month Notice was served on the Tenant in accordance with the provisions of section 88 of the Act.

MV initially stated his two sons would be moving into and occupying the rental unit. When I asked, MV stated that the purchase of the rental unit was an "evolving" situation and, as a result, he has not had the opportunity to discuss the matter with that son who was attending university in a different part of British Columbia. He stated that that son was graduating and would be returning to Victoria in the near future. MV stated he had spoken to his other son LV who had agreed to move in and occupy the rental unit when the Tenant vacated the rental unit. MV's statement that one of his sons would be moving into the rental unit was corroborated by an email dated January 16, 2022, submitted into evidence by the Tenant, in which the Tenant stated to a third party "I was told that the son of the new owner will be moving into the house after they have followed proper protocol for notice to vacate.".

MV that, when the First and Second 2 Month Notices were served on the Tenant, MV and LV intend in good faith to occupy the rental unit. MV called LV as a witness. LV stated he was 20 years old, attending the University of Victoria and was currently living with MV and his mother. LV stated that he discussed moving into the rental unit. LV stated it would be closer for him to travel to and from the University of Victoria from the rental unit than from his current residence. When I asked, LV stated he intended in good faith to occupy the rental unit.

The Tenant stated the rental unit, and the property on which it is situated, is a "development project". The Tenant stated the home is very "rustic" and was a "teardown". The Tenant stated AW made a application ("Redevelopment Application") to the municipality seeking redevelopment of the property on which the rental unit is located. The Tenant submitted a document from the municipality indicating the Redevelopment Application was active as of February 7, 2022. The description provided in the Redevelopment Application was for a "subdivision under current RS-14 single family zoning to create one additional lot for single family dwelling use. A panhandle waiver is required." The Tenant submitted an email dated March 24, 2022 from the Planning Department of the municipality wherein they confirmed, in respect of the Redevelop Application, "there had been no update since your last inquiry". The

Tenant submitted a State of Title Certificate dated March 22, 2022 that disclosed the registered owner was AW.

The Tenant stated she received a note from AW dated December 12, 2021 in which he stated that MV wanted to take over the rental unit and stated “This is your notice. Sorry.”. The Tenant stated she disputed the First 2 Month Notice served on her by AW and then, after being served with the Second 2 Month Notice, she filed the Amendment to dispute the Second 2 Month Notice. The Tenant stated she received a written notice dated February 23, 2022 from AW to access the rental unit on March 7, 2022. The Tenant stated a large number of people came to the rental unit on the day of access which was very disruptive. The Tenant stated she was perturbed that one of the people attending at the rental unit that day even looked inside her oven. The Tenant stated the real estate agent for AW offered her $15,000.00 if she moved out of the rental unit by the end of the March.

The Tenant stated she was recovering from a traumatic brain injury and was designated as a Person with Disability. The Tenant stated she contracted COVID-19 and tested positive for the virus. The Tenant stated she did not give the Landlords permission to end the tenancy. The Tenant stated she has not found alternative housing. The Tenant submitted that MV was not acting in good faith that the rental unit would be occupied by the purchaser or a close family member when the 2 Month Notices were served by AW.

MV stated that, on the day of access to the rental unit on March 7, 2022, one of the persons attending was a home inspector. MV stated he retained the home inspector to perform an inspection of the rental unit and provide recommendations for any repairs the rental unit would be required before his son moved into the rental unit. MV stated he was unaware AW had made Redevelopment Application and, in any event, it was not relevant to his son moving into and occupying the rental unit.

The Tenant stated it was “false” that the Landlord did not know there was the Redevelopment Application before the municipality.

Analysis

Sections 49(1), 49(2), 49(3), 49(7) and 49(8) of the Act state in part:

49(1) In this section:

[…]

"landlord" means

(a) for the purposes of subsection (3), an individual who

(i) at the time of giving the notice, has a reversionary interest in the rental unit exceeding 3 years, and

(ii) holds not less than 1/2 of the full reversionary interest, and

(b) for the purposes of subsection (4), a family corporation that

(i) at the time of giving the notice, has a reversionary interest in the rental unit exceeding 3 years, and

(ii) holds not less than 1/2 of the full reversionary interest;

[…]

(2) Subject to section 51 *[tenant's compensation: section 49 notice]*, a landlord may end a tenancy

(a) for a purpose referred to in subsection (3), (4) or (5) by giving notice to end the tenancy effective on a date that must be

(i) not earlier than 2 months after the date the tenant receives the notice,

(ii) the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement, and

(iii) if the tenancy agreement is a fixed term tenancy agreement, not earlier than the date specified as the end of the tenancy, or

[…]

(3) A landlord who is an individual may end a tenancy in respect of a rental unit if the landlord or a close family member of the landlord intends in good faith to occupy the rental unit.

(7) A notice under this section must comply with section 52 *[form and content of notice to end tenancy]* and, in the case of a notice under subsection (5), must contain the name and address of the purchaser who asked the landlord to give the notice.

(8) A tenant may dispute

(a) a notice given under subsection (3), (4) or (5) by making an application for dispute resolution within 15 days after the date the tenant receives the notice, or

(b) a notice given under subsection (6) by making an application for dispute resolution within 30 days after the date the tenant receives the notice.

DM and MV agreed the First 2 Month Notice did not comply with section 49(7) of the Act and, therefore, the Notice was invalid. As such, I cancel the First 2 Month Notice.

DM stated the Landlord served the Second 2 Month Notice on the Tenant in-person on January 26, 2022. Pursuant to section 49(8)(a) of the Act, the Tenant had 15 days to dispute the 2 Month Notice, or February 10, 2022. The records of the RTB disclose the Tenant filed her Amendment to dispute the Second 2 Month Notice on February 9, 2022. I find the Tenant filed her Amendment to dispute the Second 2 Month Notice within the 15-day dispute period required by section 49(8)(a) of the Act.

Residential Tenancy Policy Guideline# 2A (“PG 2A”) addresses the requirements for ending a tenancy for Landlord's use of property and the good faith requirement. PG 2A provides that the Act allows a Landlord to end a tenancy under section 49, if the Landlord intends, in good faith, to move into the rental unit, or allow a close family member to move into the unit. The Guideline explains the concept of good faith as follows:

> In Gichuru v Palmar Properties Ltd., 2011 BCSC 827 the BC Supreme Court found that good faith requires an honest intention with no dishonest motive, regardless of whether the dishonest motive was the primary reason for ending the tenancy. When the issue of a dishonest motive or purpose for ending the tenancy is raised, the onus is on the landlord to establish they are acting in good faith: Aarti Investments Ltd. v. Baumann, 2019 BCCA 165.

> *"Good faith means a landlord is acting honestly, and they intend to do what they say they are going to do. It means they do not intend to defraud or deceive the tenant, they do not have an ulterior motive for ending the tenancy, and they are not trying to avoid obligations under the RTA and MHPTA or the tenancy agreement.*

I find the testimony of MV and LV to be forthright and credible. MV initially stated his two sons would be moving into and occupying the rental unit. When I asked for further details, MV stated the purchase and sale of the rental unit had been an “evolving” situation. MV stated he has arranged for LV to move in and occupy the rental unit. MV stated that, as his other son was still at University in a different location in British Columbia, he intended to discuss with that son, whether he wanted to move into the rental unit rental unit. MV stated he informed AW that one of his sons would be moving into the rental unit and believed this was communicated to the Tenant. MV” s testimony was corroborated by an email dated January 16, 2022 from the Tenant to a third party in which the Tenant stated “I was told that the son of the new owner will be moving into the house after they have followed proper protocol for notice to vacate.”. I find the Tenant knew that one of MV’s sons would be moving into the rental unit.

MV called LV as a witness. LV stated he was 20 years old, was attending the University of Victoria and was currently living with MV and his mother. LV confirmed he discussed moving into the rental unit with his father and looking forward to it. LV stated the rental unit was closer, and would be convenient to travel, to the University of Victoria than from the location he is currently living. LV stated he intends in good faith to occupy the rental unit.

MV stated that, on the day the rental unit was accessed on March 7, 2022, one of the persons attending with him was a home inspector. MV stated he engaged the home inspector to perform an inspection and make recommendations for any repairs that would be required before LV, and potentially his other son, moved into the rental unit. MV’s testimony that a home inspection was performed in order to determine what repairs were required is inconsistent with the Tenant’s assertion that the rental unit was a teardown and that MV was not acting in good faith when serving the First and Second 2 Month Notices. I find the evidence that MV had a home inspection performed on the rental unit so that repairs could be made to the rental unit before LV moved into the rental unit provides strong corroboration MV was acting in good faith when he requested AW serve the 2 Month Notice on the Tenant indicating that a child of the landlord would be occupying the rental unit.

The Tenant stated AW made the Redevelopment Application to the municipality in 2021. The Tenant stated it was “false” that MV did not know the Redevelopment Application was before the municipality. However, the Tenant did not submit any evidence, or call any witnesses, to corroborate her statement that MV was aware or was pursuing the Redevelopment Application. MV stated he was unaware AW had made an application for rezoning the property. I find the Redevelopment Application made by the former landlord AW does not, without corroboration, lead to the inference that MV was not acting in good faith in good faith at the time of service of the First and Second 2 Month Notices.

The Tenant stated that, when MV accessed the rental unit with other people on March 7 2022, one of those people was looking inside her oven. MV stated that person the Tenant was referring to is a home inspector he had engaged to determine what repairs would be required before his son moved into the rental unit. The performance of a home inspection corroborates MV’s testimony that the rental unit would be occupied by LV and antithetical to the Tenant’s testimony that the rental unit was a “teardown”, that MV’s intent that his sons or sons move into the rental unit was tainted by the Redevelopment Application and that MV was not acting in good faith when he gave notice to AW for the First and Second 2 Month notices to be served on her. However, the Tenant did not submit any evidence, or call any witnesses, to corroborate her statement that AW was aware of the Redevelopment Application nor did she submit any evidence that the Redevelopment Application had been transferred from the name of AW into the name of MV.

The Tenant stated AW and MV did not obtain her permission to end the tenancy. A landlord does not require a tenant’s permission to end a tenancy so long as the landlord has complied with the relevant requirements of the Act for that type of notice to end tenancy and has served the notice in accordance with the Act and Regulations. As such, AW did not require the Tenant’s permission before the Second 2 Month Notice was served on the Tenant. The Tenant stated she has not been able to locate alternative housing and that her medical condition makes it an unsuitable time for her to vacate the rental unit. The Act does not have any “hardship” provisions that entitle a tenant to seek cancellation of a notice to end tenancy that has been issued for cause and complies with the relevant requirements for serving that type of notice or for a deferral of the requirement to vacate the rental unit. As such, the inability of the Tenant to find alternative housing or her medical condition is not a basis on which I have authority to cancel the Second 2 Month Notice unless there is a finding there was no cause to end the tenancy or the requirements of section 49 have not been complied with.

I find MV has provided sufficient testimony and evidence to find that, on a balance of probabilities, MV and LV were acting in good faith to occupy the rental unit when MV requested AW to serve the Second Month Notice were served on the Tenant. I also find MV and LV continue to be acting in good faith that LV will occupy the rental unit after the Tenant vacates the rental unit.

I find the Landlord has established grounds to end the tenancy pursuant to section 49(3) of the Act on the basis that a child of MV intends in good faith to occupy the rental unit. As such, I dismiss the Application in it's entirety.

I must now consider whether the Landlord is entitled to an Order of Possession. Section 55 of the Act states:

> **55** (1) 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.

Under section 55 of the Act, when a tenant's application to cancel a notice to end tenancy is dismissed, and I am satisfied that the notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the landlord an Order of Possession.

Section 52 of the Act states:

> **52** In order to be effective, a notice to end a tenancy must be in writing and must
>
> (a) be signed and dated by the landlord or tenant giving the notice,
> (b) give the address of the rental unit,
> (c) state the effective date of the notice,
> (d) except for a notice under section 45 (1) or (2) *[tenant's notice]*, state the grounds for ending the tenancy,

(d.1) for a notice under section 45.1 *[tenant's notice: family violence or long-term care]*, be accompanied by a statement made in accordance with section 45.2 *[confirmation of eligibility]*, and

(e) when given by a landlord, be in the approved form.

I have reviewed the copies of the Second 2 Month Notice submitted by the Tenant and AW. I find the two copies of the Second 2 Month Notice are the same and that the 2 Month Notice complies with the form and content requirements of section 52. As such, I find the Landlord is entitled to an Order of Possession pursuant to the provisions of section 55(1) of the Act.

The effective date of the 2 Month Notice was March 31, 2022. The parties agreed the Tenant is still in possession of the rental unit. Pursuant to section 68(2)(a), I order the tenancy ended on April 12, 2022.

Based on the above, I grant the Landlords an Order of Possession effective two days after the Landlords serve this decision and attached order on the Tenant. The Landlords are 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 Supreme Court of British Columbia and enforced as an Order of that Court.

As the Tenant was not successful in her application, I dismiss her claim for reimbursement of the $100.00 filing fee she paid for her application.

Conclusion

The Application is dismissed in its entirety without leave to reapply.

I grant an Order of Possession to the Landlords effective two days after service of this Order on the Tenant. This Order must be served by the Landlords on the Tenant as soon as possible upon receipt from the RTB. Should the Tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 5, 2022

Residential Tenancy Branch