Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

Introduction

On July 14, 2022, the Residential Tenancy Branch granted the Tenants' application for review consideration setting aside an initial decision in this matter dated July 8, 2022 and setting the matter for a new hearing.

This hearing is a *de novo* hearing which dealt with the Tenants' application under the *Residential Tenancy Act* (the "Act") for:

- cancellation of a One Month Notice to End Tenancy for Cause dated March 7, 2022 (the "One Month Notice") pursuant to section 47; and
- authorization to recover the filing fee for this application from the Landlord pursuant to section 72.

The Landlord and the Tenants attended this hearing. One of the Landlords, CL, was represented by the other Landlord, SP. Due to a language barrier, CL did not make submissions and relied on SP to make submissions on his behalf. SP and the Tenants were each given a full opportunity to be heard, to present affirmed testimony, and to make submissions.

All attendees at the hearing were advised that the Residential Tenancy Branch Rules of Procedure (the "Rules of Procedure") prohibit unauthorized recordings of dispute resolution hearings.

The parties did not raise any issues with respect to the service of documents for dispute resolution. I find the Landlords were served with the notice of hearing package and the Tenants' documentary evidence in accordance with sections 88 and 89 of the Act. I find the Tenants were served with the Landlords' documentary evidence in accordance with section 88 of the Act.

Preliminary Matter – Tenants' Request for Adjournment

At the outset of this hearing, the Tenants requested an adjournment of this hearing in order to (1) summon CL's realtor, YY, as a witness for cross-examination in this proceeding, and (2) to obtain the results of an Access to Information and Privacy ("ATIP") request that the Tenants had submitted to the RCMP.

The Tenants submitted that YY was involved in an incident that occurred with the Tenants and SP, during which police were called. The Tenants submitted that there are conflicting accounts of this incident and wanted an opportunity to question YY. The Tenants testified that YY was filming the Tenants on the rental property. The Tenants testified that they submitted complaints to the Office of the Information and Privacy Commissioner of British Columbia ("OIPC") and the BC Financial Services Authority ("BCFSA") regarding YY.

The Tenants testified they also requested the police constable involved to attend this hearing as a witness, but were told that police do not attend Residential Tenancy Branch hearings. The Tenants testified that the ATIP file is needed to support their claims.

In response, SP submitted that YY's testimony is irrelevant. SP testified that the Landlords had asked for access to the rental unit in September 2021. SP testified that the Tenants refused access and called the police. SP testified that YY was originally retained by CL to list the rental unit for sale and backed out when the matter ceased to be a listing and sale issue. SP stated that YY wants nothing to do with this tenancy dispute. SP testified the Landlords gave the Tenants two notices for access which were denied by the Tenants.

Rules 5.3 and 5.4 of the Rules of Procedure state:

> **Summons to attend or produce evidence**
> **5.3 Application for a summons**
> On the written request of a party or on an arbitrator's own initiative, the arbitrator may issue a summons requiring a person to attend a dispute resolution proceeding or produce evidence. A summons is only issued in cases where the evidence is necessary, appropriate and relevant. A summons will not be issued if a witness agrees to attend or agrees to provide the requested evidence.
> A request to issue a summons must be submitted, in writing, to the Residential Tenancy Branch directly or through a Service BC Office, and must:

- state the name and address of the witness;
- provide the reason the witness is required to attend and give evidence;
- describe efforts made to have the witness attend the hearing;
- describe the documents or other things, if any, which are required for the hearing; and
- provide the reason why such documents or other things are relevant.

5.4 When a request for a summons may be made
A written request for a summons should be made as soon as possible before the time and date scheduled for a dispute resolution hearing.
In circumstances where a party could not reasonably make their application before a hearing, the arbitrator will consider a request for a summons made at the hearing.

Rule 7.9 of the Rules of Procedure states:

7.9 Criteria for granting an adjournment
Without restricting the authority of the arbitrator to consider other factors, the arbitrator will consider the following when allowing or disallowing a party's request for an adjournment:

- the oral or written submissions of the parties;
- the likelihood of the adjournment resulting in a resolution;
- the degree to which the need for the adjournment arises out of the intentional actions or neglect of the party seeking the adjournment;
- whether the adjournment is required to provide a fair opportunity for a party to be heard; and
- the possible prejudice to each party.

In this case, the Tenants have not made a written request to the Residential Tenancy Branch for YY to attend this hearing in advance and have not explained why they could not have reasonably made such a request before the hearing. As such, I decline to issue a summons under Rule 5.3 and 5.4 of the Rules of Procedure.

Furthermore, I am not satisfied that an adjournment of the hearing is warranted in the circumstances.

Having considered the parties' submissions, I am not satisfied that YY's testimony is necessary for the purpose of this application given that the Tenants and SP were also first-hand witnesses to the incident in question. I find that the Tenants' request to ask

YY questions is more related to their OIPC and BCFSA complaints against YY than to the issues in this proceeding. I do not find YY's participation to affect the Tenants' ability to have a fair opportunity to be heard.

Similarly, I do not find the ATIP file to be necessary evidence since the Tenants are available to testify as witnesses during this hearing. Again, I find the ATIP file to be more related to the Tenants' complaints against YY than to the issues in this proceeding. I also note that this hearing took place nearly 5 months after the Tenants submitted this application on March 18, 2022. It is unclear why the Tenants could not have obtained a copy of the ATIP file during that time. I find that the need for an adjournment on this basis arises more from the Tenants' neglect to request the ATIP file in time for the hearing.

I find that there would be prejudice to the Landlords due to the delay that would be caused by adjourning this hearing. I also find that adjourning this hearing in the circumstances would not be consistent with the object of efficiency under the Rules of Procedure. Rule 1.1 of the Rules of Procedure states that the "objective of the Rules of Procedure is to ensure a fair, efficient and consistent process for resolving disputes for landlords and tenants".

As such and pursuant to Rule 7.11 of the Rules of Procedure, I decline the Tenants' request to adjourn this hearing.

Issues to be Decided

1. Are the Tenants entitled to cancel the One Month Notice?
2. Is the Landlord entitled to an Order of Possession?
3. Are the Tenants entitled to recover their filing fee?

Background and Evidence

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

The parties' evidence indicates that CL is the owner of the rental unit, while SP is CL's friend and authorized agent. I note SP was also named as one of the Landlords on a

previous dispute resolution proceeding (file number referenced on the cover page of this decision) and did not object to being so named on this application.

This tenancy commenced on June 1, 2018 and is month-to-month. Rent is $2,800.00 due on the first day of each month. The Tenants paid a security deposit of $1,400.00 which is held by the Landlords in trust.

The Landlords' evidence indicates that the One Month Notice was sent to the Tenants by registered mail on March 7, 2022. The Tenants acknowledge that they received the One Month Notice on March 11, 2022.

A copy of the One Month Notice has been submitted into evidence. It stated the reason for ending the tenancy as: the "Tenant or a person permitted on the property by the tenant has […] significantly interfered with or unreasonably disturbed another occupant or the Landlord".

The One Month Notice further provides the following details of cause (portions redacted for privacy):

> *After numerous requests (verbal/we-chat/email), tenants did not allow landlord/realtor/agent access into the home in order to inspect the condition of the property prior to listing the home. 1st access request served (posted on door) on Sept.29/21 requesting access on Oct.4/21. On Oct.4/21, upon arrival, tenants called the RCMP and denied access (File [number]). Upon refusal and in Cst.[name]'s presence, 1st warning and 2nd access request served in person on Oct.4/21 requesting access on Oct.6/21. On Oct.5/21, tenants confirmed by email that they are declining access on Oct.6/21. On Oct.6/21, Owner/agent mailed authorization form and 1 Month Notice to End Tenancy Form via registered mail to tenants address. On March 7/2022, a decision was mailed by the RTB to cancel the Oct.6/21 eviction notice. On March 7/22, a new 1 Month Notice to End Tenancy Form (revised dates and reasoning) was sent via registered mail.*

The Landlords submitted a copy of the March 7, 2022 Residential Tenancy Branch decision (the "March 7, 2022 Decision") into evidence. The file number for that proceeding is referenced on the cover page of this decision.

SP testified the Tenants have been difficult and came up with various reasons to prevent the Landlords from inspecting and listing the rental unit for sale. SP referred to the email and WeChat correspondence records submitted by the Landlords.

SP testified since the Tenants were not reasoning with the Landlords, they had to issue written notices for access. The Landlords' evidence indicates that the first written notice was posted to the rental unit on September 29, 2021 for inspection on October 3, 2021, which was then rescheduled to October 4, 2021 as it was determined that October 3 was a Sunday. SP testified when they arrived at the rental unit on October 4, 2021, the Tenants not only did not allow the Landlords and their agents to enter, but also called the police. SP testified they were informed by police that the Tenants would not be giving them access. SP stated that the Landlords had expected this response, so they had the next written notice ready and served the Tenants on the spot. SP testified that in the days before the second inspection date of October 6, 2021, the Tenants emailed the Landlords to deny access again and told them that the Tenants would call police.

SP testified that as a result of the Tenants' communications, the Landlords did not try to go back to the rental unit. SP testified the Landlords served a one month notice to end tenancy dated October 6, 2021 (the "Previous One Month Notice"). SP confirmed the parties had a prior dispute resolution hearing regarding the Previous One Month Notice, which led to the March 7, 2022 Decision. SP explained it was determined that the Landlords had selected the wrong reason for eviction on the form. SP testified that as a result, the Landlords issued the new One Month Notice on March 7, 2022.

In response, the Tenants submitted that they disagree with the Landlords' characterization of the Tenants and argued that the Tenants made attempts to discuss the matter with the Landlords, which were denied.

The Tenants argued that the Landlords were required to follow public health orders and protocols. The Tenants submitted that what the Landlords and their agents did was not "best practices". The Tenants testified that they have very young children and were concerned for their safety. The Tenants testified that their children cannot wear masks. The Tenants testified that none of their family members are vaccinated.

The Tenants testified that on October 9, 2021, shortly after receiving the first notice of eviction, the Tenants told the Landlords that they could come to inspect the rental unit. The Tenants testified the Landlords had accused the Tenants of hiding damage to the rental unit. The Tenants testified they reached out to police regarding harassment from the Landlords, and were prepared to put their family in a hotel room to accommodate

the inspection. The Tenants testified the Landlords had the opportunity to inspect at that time but did not, and later responded saying that the Tenants were not cooperating.

The Tenants emphasized that having extra people in the rental unit was not safe due to the situation at the time with COVID-19 variants. The Tenants testified that the Landlords' protocols were "haphazard". The Tenants explained that their intention was to protect their family.

The Tenants testified that when the Landlords came to serve the Tenants with written notice on September 29, 2021, YY recorded a video of the Tenants without their consent. The Tenants acknowledged that they started filming as well since they were fearful. The Tenants submitted that the legislation was amended in March 2021 to allow communication via email. The Tenants argued the Landlords could have served the written notices via email or registered mail rather than come to the rental unit in person.

The Tenants submitted documentary evidence including:

- A written summary of events from September 17, 2021 to June 17, 2022 (the "Tenants' Summary of Events");
- Email and text correspondence between the parties;
- Order of the Provincial Health Officer dated September 10, 2021;
- Various publications from the British Columbia Real Estate Association, Fraser Valley Real Estate Board, Government of Canada, WorkSafe BC, Office of the Human Rights Commissioner,
- COVID-19 statistics; and
- Excerpts from the *Canadian Charter of Rights and Freedoms* and the Act.

In reply, SP denied that the Landlords had insinuated that the Tenants were hiding damage to the rental unit. SP testified the Landlords were uncertain what would happen on the rental property when they went to serve the written notice on September 29, 2021. SP acknowledged YY was filming as a precautionary measure but later deleted the recording when the Tenants filed a formal complaint with the OIPC. SP testified that the Tenants also filmed and took pictures of the Landlords and their agents. SP explained the Landlords had emailed the Tenants asking if the Tenants would accept email service, but did not receive any acknowledgement or response.

Analysis

Section 47 of the Act permits a landlord to end a tenancy for cause upon one month's notice to the tenant. Section 47(1) describes the situations under which the landlord will have cause to terminate the tenancy.

Section 47(3) of the Act requires a notice to end tenancy for cause given by the landlord to comply with section 52, which states:

> **Form and content of notice to end tenancy**
> 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.

Section 47(2) further requires that the effective date of a landlord's notice under section 47 must be:

(a) not earlier than one month after the date the notice is received, and
(b) 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.

The One Month Notice is dated March 7, 2022 and has an effective date of May 31, 2022. I have reviewed the One Month Notice and find that it complies with the requirements set out in sections 52 and 47(2) of the Act.

Based on the parties' evidence, I find the Tenants were served with the One Month Notice in accordance with section 88(c) of the Act on March 11, 2022.

Section 47(4) of the Act permits a tenant to dispute a one month notice to end tenancy for cause within 10 days of receiving such notice. Therefore, the Tenants had until March 21, 2022 to dispute the One Month Notice. Records indicate that the Tenants submitted this application on March 18, 2022. I find the Tenants made this application within the 10-day dispute period required by section 47(4) of the Act.

Where a tenant applies to dispute a notice to end a tenancy issued by a landlord, Rule 6.6 of the Rules of Procedure places the onus on the landlord to prove, on a balance of probabilities, the grounds on which the notice to end tenancy were based.

In this case, the Landlords have issued the One Month Notice to end the tenancy on the grounds that the Tenants have "significantly interfered with or unreasonably disturbed another occupant or the landlord".

Sections 47(1)(d)(i) of the Act state as follows:

> **Landlord's notice: cause**
> 47(1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:
> […]
> (d) the tenant or a person permitted on the residential property by the tenant has
> (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property, […]

In the March 7, 2022 Decision, the arbitrator had found as follows:

> The Landlord issued the One-Month Notice on October 6, 2021 for the tenancy end-date of December 1, 2021. On page 3 the Landlord indicated they served this to the Tenant via registered mail. The Tenant confirmed this in the hearing.
>
> On page 2 of the document, the Landlord indicated the Tenant had "seriously jeopardized the health or safety or lawful right of another occupant or the landlord." The Landlord set out details:
>
> - after "numerous requests" the Tenant did not allow the Landlord or their realtor or agent into the home to inspect the condition prior to listing the home for sale
> - they posted their access request on September 29, 2021 for access on October 4
> - when the Landlord arrived at the rental unit on October 4, the police were present and the Landlord was "denied access"
> - at that time the Landlord issued a warning, and their second access request to the Tenant, in person, for access on October 6

- via email on October 5, the Tenant stated they declined the Landlord's access on October 6.

[…]

In this matter, the onus is on the Landlord to prove they have cause to end the tenancy. On my review, the Landlord has not provided sufficient evidence to show the actions of the Tenant seriously jeopardized their rights or interests. I find there was a significant amount of difficulty and the Tenant's actions had a detrimental impact on the landlord-tenant relationship; however, the evidence does not show it placed the rights or interest of the Landlord in serious jeopardy.

I find this specific reason in s. 47(1)(d)(ii) is more reserved for a situation where there is some infringement on the rights of the Landlord that represents a serious economic shock, danger of severe damage to the property, or an impact on the health or safety of others. The Landlord did not provide sufficient evidence to show this; there was no information on how the Tenant's actions even impeded the sale of the property or altered the necessary steps thereof.

Aside from this, I find the actions of the Tenant are those that significantly interfered with or unreasonably disturbed the Landlord. That is a separate reason that was not indicated by the Landlord on the One-Month Notice; therefore, with strict regard to s. 52, I find the Landlord did not indicate the correct reason on the form, and this invalidates the One-Month Notice.

I deem the following actions of the Tenant caused interference or disturbance for the Landlord:

- not accepting documents in person or posted to the door of the rental unit;
- demanding signed COVID-19 safety protocols;
- informing the Landlord that they would only be receiving communication from the Tenant via counsel (even though this never happened);
- request for both parties' representation by counsel when the Landlord enters to the rental unit, with neither a legal basis nor violation of the legislation by the Landlord;
- police presence for the Landlord's attendance at the property;
- labelling the Landlord's form usage "illegal" when it is not, with no evidence that this claim was based on an informed opinion;
- demands to the real estate broker on how the sale of the property may be conducted.

(emphasis added)

The Landlords' evidence is that they issued the One Month Notice in response to the March 7, 2022 Decision.

The conduct of the Tenants at issue in this application is the same as that which was examined in the previous hearing resulting in the March 7, 2022 Decision. The arbitrator in the previous hearing already found the Tenants to have significantly interfered with or unreasonably disturbed the Landlords by virtue of the Tenants' actions described above. I consider myself bound by the findings of the previous arbitrator and would find that the Landlords have established caused under section 47(1)(d)(i) of the Act for the reasons described in the March 7, 2022 Decision.

Alternatively, and for the reasons that follow, I am prepared to find that the Landlords have established cause under section 47(1)(d)(i) based on the evidence presented in this application.

I have reviewed copies of the Landlords' written notices for access dated September 29, 2021 and October 4, 2022. I find that these notices comply with the requirements of section 29(1)(b) of the Act, which states:

> **Landlord's right to enter rental unit restricted**
> 29(1) A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:
>
> (a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;
>
> (b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:
>
> (i) the purpose for entering, which must be reasonable;
>
> (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;
>
> (c) the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;
>
> (d) the landlord has an order of the director authorizing the entry;
>
> (e) the tenant has abandoned the rental unit;

> (f) an emergency exists and the entry is necessary to protect life or property.
>
> (2) A landlord may inspect a rental unit monthly in accordance with subsection (1) (b).
>
> (emphasis added)

I find that the Tenants refused entry to the Landlords twice despite having received valid written notices for access under section 29(1)(b). I further find that the Tenants engaged in the following behaviour:

- demanded a signed copy of COVID-19 protocols (page 1 of Tenants' Summary of Events and email dated September 29, 2021 at page 7 of the Landlords' documentary evidence) when written public health protocols were already provided (page 8 of Landlords' documentary evidence);
- called the police on the Landlords when they attended at the rental property on October 4, 2021 (page 11 of Landlords' documentary evidence) and called police to the rental property in anticipation of the Landlords' attendance on October 6, 2021 (pages 6-7 of the Tenants' Summary of Events); and
- rejected the Landlords' written notices for access, authorization letter, and warning letter regarding possible eviction as "illegal" (email dated October 4, 2021 at page 17 of the Landlords' documentary evidence).

I find the Tenants did not clearly articulate how the Landlords' COVID-19 protocols were deficient, either during the hearing or at the time that they received the protocols from the Landlords' realtor. The Tenants submitted written materials disagreeing with the Landlords' protocols, but I do not find these materials to contain any arguments of substance. I note that Ministerial Order No. M089, which restricted a landlord's entry into a rental unit due to the COVID-19 pandemic, was rescinded in June 2020, well before the time that the Landlords sought entry into the rental unit.

I agree with the findings of the arbitrator from the March 7, 2022 Decision as follows:

> […] I find the Tenant has not presented valid concerns for a restriction on the Landlord's right to enter. The Landlord provided ample, legally correct notice to the Tenant of their intention to enter the rental unit. The Tenant raised concerns about public health measures in place; however, I find the Landlord responded adequately to these concerns in writing, and the Tenant was well aware of the Landlord's attention to that matter. Aside from this, the Tenant presented no

> evidence of the Landlord flaunting these public health measures, or not acknowledging their own queries and concerns on that serious matter.
>
> […]
>
> The Landlord provided full and correct notice to the Tenant. It is not "illegal" as the Tenant states. Additionally, I find the Landlord provided information on their public health protocols when the Tenant made that request. The Tenant presented no public health mandate that states a landlord must provide that information to a tenant in a signed document. While the Tenant pleads for the Landlord's compliance with the legislation and/or the tenancy agreement in line with health and safety issues, I find there is no marked conduct of the Landlord that shows they were not aware of the needs for certain protocols to be in place when entering the rental unit. Minus evidence to the contrary, I find the Landlord complied with the Act and the tenancy agreement in all respects.

I find that the Tenants' behaviour did not improve despite having been reminded of the section 29(1)(b) requirements in the Landlords' written notices for access and having received the Landlords' written warning for possible eviction dated October 4, 2022.

Overall, I find the cumulative effect of the Tenants' actions to constitute significant interference and unreasonable disturbance to the Landlords under section 47(1)(d)(i) of the Act. I find that the Tenants have significantly interfered with and unreasonably disturbed the Landlords by hindering the Landlords' efforts to have the rental unit inspected and listed for sale, which the Landlords were within their rights to do. As such, I conclude that the Landlords have established, on a balance of probabilities, cause for ending the tenancy under section 47(1)(d)(i).

Accordingly, I dismiss the Tenants' application to dispute the One Month Notice without leave to re-apply.

2. Is the Landlord entitled to an Order of Possession?

Section 55(1) of the Act states:

Order of possession for the landlord

> 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.

Having found the One Month Notice to comply with the requirements of section 52 and having dismissed the Tenants' application, I find the Landlords are entitled to an Order of Possession pursuant to section 55(1) of the Act.

Residential Tenancy Policy Guideline 54. Ending a Tenancy: Orders of Possession states:

> **B. DETERMINING THE EFFECTIVE DATE OF AN ORDER OF POSSESSION**
> An application for dispute resolution relating to a notice to end tenancy may be heard after the effective date set out on the notice to end tenancy. Effective dates for orders of possession in these circumstances have generally been set for two days after the order is received. However, an arbitrator may consider extending the effective date of an order of possession beyond the usual two days provided.
>
> While there are many factors an arbitrator may consider when determining the effective date of an order of possession some examples are:
> - The point up to which the rent has been paid.
> - The length of the tenancy.
>   - e.g., If a tenant has lived in the unit for a number of years, they may need more than two days to vacate the unit.
> - If the tenant provides evidence that it would be unreasonable to vacate the property in two days.
>   - e.g., If the tenant provides evidence of a disability or a chronic health condition.
>
> An arbitrator may also canvas the parties at the hearing to determine whether the landlord and tenant can agree on an effective date for the order of possession. If there is a date both parties can agree to, then the arbitrator may issue an order of possession using the mutually agreed upon effective date.
>
> Ultimately, the arbitrator has the discretion to set the effective date of the order of possession and may do so based on what they have determined is appropriate given the totality of the evidence and submissions of the parties.

In this case, the effective date of the One Month Notice has already passed. I note I do not have evidence regarding whether rent for September 2022 has been paid. Considering the Tenants have young children and have resided at the rental unit for several years, I grant an Order of Possession to the Landlords effective seven (7) days after service of the Order upon the Tenants.

3. Are the Tenants entitled to recovery of the filing fee?

The Tenants have not been successful in this application. I decline to award the Tenants recovery of the filing fee under section 72 of the Act.

Conclusion

The Tenants' application is dismissed without leave to re-apply.

Pursuant to section 55(1) of the Act, I grant an Order of Possession to the Landlords effective seven (7) days after service upon the Tenants. The Tenants must be served with this Order as soon as possible using an accepted method of service under the Act. Should the Tenants 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.

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: September 7, 2022

Residential Tenancy Branch