



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, MNDL-S, MNDCL, FFL

Introduction

On October 22, 2021, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “Act”), seeking to apply the security deposit and pet damage deposit towards this debt pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

This hearing was the final, reconvened hearing from the original Dispute Resolution hearing set for June 23, 2022. The original hearing was adjourned as per an Interim Decision dated June 24, 2022. The final, reconvened hearing was set down for February 28, 2023, at 1:30 PM.

The Landlord attended the final, reconvened hearing; however, the Tenant did not attend at any point during the 50-minute teleconference. At the outset of the hearing, I informed the Landlord that recording of the hearing was prohibited and he was reminded to refrain from doing so. As well, he provided a solemn affirmation.

Rule 7.1 of the Rules of Procedure stipulates that the hearing must commence at the scheduled time unless otherwise decided by the Arbitrator. The Arbitrator may conduct the hearing in the absence of a party and may make a Decision or dismiss the Application, with or without leave to re-apply.

I dialed into the teleconference at 1:30 PM and monitored the teleconference until 2:20 PM. Only the Landlord dialed into the teleconference during this time. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that I was the only other person who had called into this teleconference.

In the Interim Decision dated June 24, 2022, the Landlord was permitted to submit documentary evidence, to the Residential Tenancy Branch, that only related to claims 27 to 37 in his Monetary Order Worksheets. He was informed that for this to be considered, he must also serve this evidence to the Tenant in a manner in accordance

with Section 88 of the *Act* or the Substituted Service Decision. In that Decision, the Landlord was also Ordered to provide the Residential Tenancy Branch with proof of this evidence package being served to the other party.

At the reconvened hearing, the Landlord was asked if he re-served this evidence, and he testified that he “believed” he did so, but then he acknowledged that he did not serve this to the Tenant as he alleged that it was served previously.

When assessing this testimony, I do not find it credible as the Landlord initially confirmed that he served it according to the Interim Decision. However, when he was pressed for proof of service as required by the Interim Decision, he contradictorily stated that he did not serve it because it was previously served. Had this evidence been served prior to the original hearing, it would make little sense to Order this to be served to the Tenant again.

Furthermore, it makes little sense why the Landlord failed to comply with this Interim Decision, as he was provided an additional opportunity to have any important documentary evidence considered. Given the Landlord’s contradictory testimony, this causes me to find the Landlord less than reliable. Moreover, as it does not appear that any documentary evidence related to claims 27 to 37 in the Landlord’s Monetary Order Worksheets was re-served in accordance with the Interim Decision, any evidence relating to these claims will be excluded and not considered when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to a Monetary Order for compensation?
- Is the Landlord entitled to apply the security deposit and pet damage deposit towards this debt?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

The Landlord advised that the tenancy started on December 1, 2020, as a fixed-term tenancy until November 30, 2021. However, he stated that the Tenant gave up vacant possession of the rental unit on September 2, 2021. Rent was established at an amount of \$5,200.00 per month and was due on the last day of each month. A security deposit of \$2,600.00 and a pet damage deposit were also paid. A signed copy of the written tenancy agreement was submitted as documentary evidence for consideration.

He confirmed that he never completed a move-in nor a move-out inspection report as required by the *Act*. Moreover, he testified that the Tenant never provided a forwarding address in writing.

For ease of reference, the Landlord's heads of claim are addressed as numbered below:

- 1) He advised that he was seeking compensation in the amount of **\$15,600.00** because the Tenant owed \$1,700.00 for August 2021 rent, and a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities was served on September 1, 2021. He then testified that the Tenant did not pay any rent for September 2021, and that he was also seeking rental loss for October, November, and December 2021 because the rental unit was left in such a horrendous state that it took until mid-December 2021 to make it habitable again.

He stated that he contacted his agent to list the property for rent on November 25, 2021, that a new tenant moved into the basement on December 1, 2021, and that a new tenant moved into the upstairs on January 1, 2022. However, he did not have any documentation for any of these submissions. As well, it should be noted that while the actual rental loss of \$1,700.00 plus four months of rent equals \$22,500.00, as the Landlord only claimed for \$15,600.00, that will be the only amount addressed.

- 2) He then advised that he was seeking compensation in the amount of **\$924.00** because of the state the Tenant left the rental unit in at the end of the tenancy. He testified that the Tenant left an immense amount of garbage behind, that the entire rental unit was not cleaned, that there was animal feces left inside, and that the carpet was not cleaned. He referenced the pictures, submitted as documentary evidence, to corroborate these submissions. As well, he stated that his cleaners came at least two or three times because of the extent of the unsanitary condition the rental unit was left.
- 3) He advised that he was seeking compensation in the amount of **\$300.00** because the carpet in the second-floor bedroom needed to be ripped out due to the damage that the Tenant's pet caused and the feces that was left. This carpet was original since 2006. He testified that the flooring for this replacement was purchased on Craigslist, in cash, and he did not have a receipt for this.

- 4) He advised that he was seeking compensation in the amount of **\$1,050.00** for the cost of flooring materials that were purchased to replace instead of the carpets. He confirmed that he also purchased this on Craigslist, that he paid for this in cash, and that he does not have an invoice or receipt.
- 5) He advised that he was seeking compensation in the amount of **\$2,793.81** for the cost of more flooring materials that he purchased from a store; however, he did not have any documentary evidence of this.
- 6) He advised that he was seeking compensation in the amount of **\$3,150.00** for the cost to hire a contractor friend to install this flooring, and that it was completed approximately a week after September 27, 2021. He referenced a text message submitted as documentary evidence to support this claim.
- 7) to 18) He then advised that he was seeking compensation in the amounts of **\$151.62, \$185.25, \$90.94, \$72.50, \$90.94, \$137.02, \$474.56, \$235.21, \$35.20, \$33.40, \$151.62, and \$72.50** for the costs to repaint the whole house due to the damage the Tenant caused. He stated that the painter would tell him to get paint each time, and that these amounts were for each purchase. He testified that the rental unit was last painted prior to the Tenant moving in, and that it took until October 2021 to complete this work. He did not have any receipts to corroborate these claims.
- 19) to 20) He advised that he was seeking compensation in the amounts of **\$114.45 and \$134.00** for the costs of a rental truck, and the fee to dump garbage and debris that the Tenant left in the rental unit. He stated that he did this work himself and he referenced the pictures submitted as documentary evidence to support these claims.
- 21) to 22) He advised that he was seeking compensation in the amounts of **\$971.25 and \$945.00** for the costs of two initial dumps of the Tenant's garbage and debris. He stated that these trips were taken on September 4 and 7, 2021, and he had the receipts in front of him; however, these were not submitted as documentary evidence. He referenced a picture of the truck to substantiate these claims.
- 23) He advised that he was seeking compensation in the amount of **\$638.00** for the cost of additional/initial cleaning of the rental unit on September 10, 2021. He stated that it took two cleaners nine hours in total to complete this work. He did not have any receipts to corroborate these claims.
- 24) He advised that he was seeking compensation in the amount of **\$345.45** for the cost of cleaning and unplugging the second-floor master bedroom sink and toilet.

- 25) He advised that he was seeking compensation in the amount of **\$198.07** for the cost of a replacement toilet seat, and some miscellaneous equipment that his contractor required on September 11, 2021.
- 26) He advised that he was seeking compensation in the amount of **\$117.40** for the cost of painting materials, but the Landlord could not read his evidence of what this was for specifically.
- 27) He advised that he was seeking compensation in the amount of **\$52.70** for the cost of cleaning and repairing all the damage that the Tenant caused to the lawn. He stated that the Tenant did not maintain the lawn at all. He did not have any receipts to corroborate this claim.
- 28) to 30) He advised that he was seeking compensation in the amounts of **\$164.46**, **\$196.82**, and **\$25.35** for the cost of materials to repair the lawn that was damaged by the Tenant's dogs' urine and feces. He stated that the dogs also dug holes and destroyed the lawn. He stated that he received many complaints from the neighbours about these dogs.
- 31) He advised that he was seeking compensation in the amount of **\$217.18** because the rental unit had seven bedrooms, each with their own lock. As the Tenant did not return any of the keys, he had to replace these.
- 32) He advised that he was seeking compensation in the amount of **\$126.00** because the garage door would not go up anymore. He does not know what was wrong with the door, but this was the cost for the person that he called to fix the problem.
- 33) He advised that he was seeking compensation in the amount of **\$399.84** for the cost of a new toilet in the master bedroom that was stained yellow by the Tenant, and would not flush anymore. He also stated that this was the cost a replacing a faucet because it was possibly cracked or not working properly. However, he is not sure which faucet this was.
- 34) He advised that he was seeking compensation in the amount of **\$1,954.35** for the cost of replacing the washer and dryer because it was stained, and they smelled due to the Tenant putting "shit in there". He testified that these were unusable as they would shake violently when turned on. He stated that the washer and dryer that was provided to the Tenant were second hand, that they were in "good condition", that they were "not that old", and that he paid \$500.00 for each of them; however, he was "not quite sure" of this.
- 35) He advised that he was seeking compensation in the amount of **\$1,300.00** for the cost of labour and material to replace the carpet on the stairs. He testified that all of the carpets in the rental unit were destroyed and the smell was

“horrific”. He stated that the carpet in the rental unit was replaced by hardwood, except for the stairs. He submitted that the carpet was original in 2006.

36) & 37) He advised that he was seeking compensation in the amounts of **\$3,000.00** and **\$3,740.00** for the cost of labour to bring the rental unit up to a rentable condition.

Analysis

Upon consideration of the testimony before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Section 23 of the *Act* states that the Landlord and Tenant must inspect the condition of the rental unit together on the day the Tenant is entitled to possession of the rental unit or on another mutually agreed upon day.

Section 35 of the *Act* states that the Landlord and Tenant must inspect the condition of the rental unit together before a new tenant begins to occupy the rental unit, after the day the Tenant ceases to occupy the rental unit, or on another mutually agreed upon day. As well, the Landlord must offer at least two opportunities for the Tenant to attend the move-out inspection.

Section 21 of the *Residential Tenancy Regulations* (the “*Regulations*”) outlines that the condition inspection report is evidence of the state of repair and condition of the rental unit on the date of the inspection, unless either the Landlord or the Tenant have a preponderance of evidence to the contrary.

Sections 24(2) and 36(2) of the *Act* state that the right of the Landlord to claim against a security deposit or pet damage deposit is extinguished if the Landlord does not complete the condition inspection reports in accordance with the *Act*.

Section 32 of the *Act* requires that the Landlord provide and maintain a rental unit that complies with the health, housing and safety standards required by law and must make it suitable for occupation. As well, the Tenant must repair any damage to the rental unit that is caused by their negligence.

Section 67 of the *Act* allows a Monetary Order to be awarded for damage or loss when a party does not comply with the *Act*.

With respect to the inspection reports, as neither a move-in inspection report nor a move-out inspection report was ever completed by the Landlord, I am not satisfied that the Landlord complied with the requirements of the *Act* in completing this step. As the Landlord did not comply with the *Act*, I find that the Landlord has extinguished the right to claim against the deposits for damage.

Section 38 of the *Act* outlines how the Landlord must deal with the security deposit and pet damage deposit at the end of the tenancy. With respect to the Landlord's claim against the Tenant's security deposit and pet damage deposit, Section 38(1) of the *Act* requires the Landlord, within 15 days of the end of the tenancy or the date on which the Landlord receives the Tenant's forwarding address in writing, to either return the deposits in full or file an Application for Dispute Resolution seeking an Order allowing the Landlord to retain the deposits. If the Landlord fails to comply with Section 38(1), then the Landlord may not make a claim against the deposits, and the Landlord must pay double the deposits to the Tenant, pursuant to Section 38(6) of the *Act*.

Based on the consistent and undisputed evidence before me, a forwarding address was never provided by the Tenant. While the Landlord made this Application to claim against the deposits, despite extinguishing his right to claim against those deposits, as it does not appear that the Tenant ever provided a forwarding address in writing within a year of the tenancy ending pursuant to Section 39 of the *Act*, I am satisfied that the Landlord was permitted to keep the deposits. As such, I do not find that the doubling provisions apply to the deposits in this instance.

With respect to the Landlord's claims for damages, when establishing if monetary compensation is warranted, I find it important to note that Policy Guideline # 16 outlines that when a party is claiming for compensation, "It is up to the party who is claiming compensation to provide evidence to establish that compensation is due", that "the party who suffered the damage or loss can prove the amount of or value of the damage or loss", and that "the value of the damage or loss is established by the evidence provided."

As noted above, the purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. When establishing if monetary compensation is warranted, it is up to the party claiming compensation to provide evidence to establish that compensation is owed. In essence, to determine whether compensation is due, the following four-part test is applied:

- Did the Tenant fail to comply with the *Act*, regulation, or tenancy agreement?
- Did the loss or damage result from this non-compliance?
- Did the Landlord prove the amount of or value of the damage or loss?
- Did the Landlord act reasonably to minimize that damage or loss?

Regarding the Landlord's claims for compensation, based on the Landlord's haphazard and disorganized Application, these matters will be addressed below in a manner that seems to be the clearest and most logical. As such, some claims may be grouped together as similarly related, for ease.

With respect to the Landlord's claim for compensation in the amount of \$15,600.00 for rental loss, the undisputed evidence before me is that the Tenant owed \$1,700.00 in

rent for August 2021, and received a 10 Day Notice for Unpaid Rent on September 1, 2021. Given the undisputed condition that the rental unit was left in, I accept that the Landlord was unable to re-rent the property immediately after the Tenant gave up vacant possession of the rental unit on September 2, 2021.

While the Landlord was seeking compensation in the amount of December 2021 rent as well, he advised that he was able to re-rent part of the rental unit in December 2021. However, without any documentary evidence of this, and without any evidence of how much the basement was rented for, I reject the Landlord's claim for December 2021 rent. As such, I grant the Landlord a monetary award for August 2021 rent in the amount of \$1,700.00, September 2021 rent in the amount of \$5,200.00, October 2021 rent in the amount of \$5,200.00, and November 2021 rent in the amount of \$5,200.00. However, as the Landlord only claimed for **\$15,600.00** on the Application, this amount is awarded to the Landlord.

Regarding the Landlord's claim for compensation for cleaning the rental unit, I find it important to note that the Landlord made two separate claims for cleaning in the amounts of \$924.00 (#2) and \$638.00 (#23), and these will be dealt with together. When reviewing the undisputed evidence before me, it is clearly evident that the condition that the Tenant left the rental unit in was appalling and disgraceful. While I accept that the Landlord was required to clean the rental unit to bring it back to a re-rentable state, I note that the Landlord has not submitted any documentary evidence to support the exact costs that he spent to do this. Without any documentary evidence to support the precise costs incurred, I find it reasonable to grant the Landlord a monetary award in the amount of **\$800.00** only, to satisfy this claim. This would be calculated as an estimated 20 hours of cleaning at a rate of \$40.00 per hour.

With respect to the Landlord's claim for compensation for issues related to the carpet, it appears as if the Landlord made two separate claims in the amounts of \$300.00 (#3) and \$1,300.00 (#35), and these will be dealt with together. Based on the consistent and undisputed evidence before me, there is no question that the Tenant left the carpet in an appalling and unacceptable condition. Policy Guideline # 40 outlines the approximate useful life of carpet as 10 years. Given that this carpet was original in 2006, clearly this carpet had exceeded its useful life. Moreover, as the Landlord has submitted little, if any, documentary evidence to corroborate the cost of materials or labour, I give little weight to this claim. Furthermore, as it appears as if only the stairs were re-carpeted, I find it appropriate to grant the Landlord **\$200.00**, which I find to be commensurate to the value that he lost based on the Tenant's actions.

Regarding the Landlord's claims for compensation for issues related to #4 to #6 in the amounts of \$1,050.00, \$2,793.81, and \$3,150.00 for the cost of flooring materials and labour, I accept that the Tenant was negligent for the condition that she left the rental unit in, which required the Landlord to remedy. However, it appears that he elected to replace the old carpet, which had already exceeded its useful life, with hardwood

flooring. I find it important to note that Policy Guideline # 5 addressed betterment as follows:

The purpose of compensation is to restore the landlord or tenant to a position as if the damage or loss had not occurred. Sometimes repairing damage or replacing damaged items puts the landlord or tenant suffering damage or loss in a better position than they were before the damage or loss occurred.

This may happen as a matter of course – for example if arborite countertops from the 1960s must be replaced because of damage, this almost always requires installing brand new countertops. Similarly, if a circuit that was wired in the 1940s needs to be replaced, it should be brought up to code. The result is that the property is made better than it was before the damage or loss occurred.

See Policy Guideline 40: Useful Life of Building Elements for guidance on how this type of situation may be dealt with.

Sometimes damaged items are replaced with more extravagant, expensive or luxurious ones by choice. Some examples are:

- Replacing a damaged laminate floor with hardwood floors
- Replacing a damaged linoleum floor with marble
- Replacing damaged arborite countertops with granite
- Replacing a \$300 futon with a \$3,000 bed

A person can replace damaged items with more expensive ones if they choose, but not at the expense of the party responsible for the damage. The person responsible for the damage is only responsible for compensating their landlord or tenant in an amount that covers the loss. The extra cost of the more extravagant, expensive or luxurious item is not the responsibility of the person who caused the damage.

Given this information, given that the carpet had exceeded its useful life and required being replaced anyways, and given that a more expensive replacement was installed, I do not accept that the Landlord could claim for the entirety of this installation. Moreover, the Landlord has no documentary evidence to corroborate the amounts of these claims. Regardless, as I am satisfied that the Tenant was responsible for damaging the Landlord's property, I accept that she should be held negligent for some portion of the repair. As such, I find it appropriate to grant the Landlord **\$300.00**, which is commensurate with the value that the Landlord has substantiated solely through his testimony.

With respect to the Landlord's claims for compensation for issues related to #7 to #18 in the amounts of \$151.62, \$185.25, \$90.94, \$72.50, \$90.94, \$137.02, \$474.56, \$235.21, \$35.20, \$33.40, \$151.62, and \$72.50 for the costs to repaint the whole house, it appears as if #26, for \$117.40, may also be related to the same matters. As such, these will all be addressed accordingly.

I am satisfied from the undisputed testimony of the Landlord that the rental unit was

painted just prior to the tenancy beginning, and I am also satisfied that the Tenant unquestionably left the rental unit in a horrendous condition. However, I note that the Landlord submitted no documentary evidence to substantiate these expenses. Furthermore, I note that the Landlord has claimed for the amounts of \$151.62, \$90.94, and \$72.50 twice. Given the nature of the Landlord's poorly organized Application and seeming confusion about his claims when providing testimony, I am skeptical that he made six separate purchases of paints for the exact same price. I find it more likely than not that the Landlord does not truly know how much loss he has suffered, and he has inadvertently claimed for the same amounts twice. Based on this, and the lack of documentary evidence, I find it appropriate to grant the Landlord **\$500.00**, which is commensurate with the value that the Landlord has substantiated.

Regarding the Landlord's claims for compensation pertaining to the cost of disposing of the Tenant's refuse, it appears as if claims #19 to #22, for \$114.45, \$134.00, \$971.25 and \$945.00 are substantially related. Again, I accept the undisputed evidence that the Tenant left the rental unit in a terrible state, and that there was much debris and refuse left behind. However, the Landlord has submitted limited documentary evidence to corroborate the actual costs that he paid to have this matter addressed. Despite this lack of documentary evidence, I still find it appropriate to grant the Landlord an amount of **\$750.00**, which I find to be a reasonable cost to dispose of the Tenant's unwanted garbage.

With respect to the Landlord's claims for compensation pertaining to the bathroom toilet and sink, it appears as if claims #24, #25, and #33 for \$345.45, \$198.07, and \$399.84 are substantially related. Based on the undisputed evidence before me, I am satisfied that the Tenant damaged these items, requiring repair and/or replacement. However, I note that the Landlord has submitted little, if any, documentary evidence to support the actual cost spent to rectify these matters. Despite this, I find it appropriate to grant the Landlord a monetary award in the amount of **\$600.00** to satisfy these claims.

Regarding the Landlord's claims for compensation pertaining to the cost of repairing damage to the lawn under claims #27, #28, #29, and # 30 in the amounts of \$52.70, \$164.46, \$196.82, and \$25.35, I accept Landlord's evidence that the Tenant's pets damaged the lawn. However, the Landlord has failed to provide any documentary evidence to support the actual loss suffered. Despite this, I find it appropriate to grant the Landlord a monetary award in the amount of **\$250.00**, which is commensurate with the loss established by the evidence before me.

With respect to the Landlord's claim #31 for compensation in the amount of \$217.18 to replace seven bedroom locks, based solely on his solemnly affirmed testimony, but without any supporting documentary evidence to support this claim, I grant the Landlord a monetary award in the amount of **\$140.00** to remedy this claim.

Regarding the Landlord's claim #32 for compensation in the amount of \$126.00 due to a broken garage door, based on the condition the Tenant left the rental unit in, I find it

more likely than not that she was negligent for breaking the garage door. However, without any evidence to indicate what was wrong with the door, and without any documentary evidence to substantiate the cost of this repair, I grant the Landlord a monetary award in the amount of **\$75.00** to rectify this matter.

With respect to the Landlord's claim #34 for compensation in the amount of \$1,954.35 for the cost of replacing the washer and dryer, I do not dispute that the Tenant likely damaged the washer and dryer, rendering them unusable. However, I note that the Landlord did not submit any documentary evidence of the condition of the washer and dryer when it was provided to the Tenant. Moreover, the Landlord was not entirely sure of how much he actually paid for these used appliances originally. Finally, I note that the Landlord is attempting to claim for the cost of a brand new washer and dryer, which would amount to betterment, as discussed above. Based on these factors, I find it appropriate to grant the Landlord a monetary award in the amount of **\$600.00** to settle this claim.

Finally, regarding the Landlord's claims for #36 and #37 in the amounts of \$3,000.00 and \$3,740.00 for the cost of labour to bring the rental unit up to a re-rentable condition, I do not disagree that the Tenant caused substantial damage to the rental unit, requiring significant time and expense. However, the Landlord has not submitted any documentary evidence to corroborate any amounts of monies that he spent on labour. Despite this, I can reasonably infer that the Landlord would have had to either hire someone to do this work, or do it himself. Regardless, without any documentary evidence to support how much he actually spent on labour, I find it appropriate to grant the Landlord an amount of **\$1,500.00** to remedy this issue.

As noted above, the Landlord was afforded an additional opportunity to re-serve documentary evidence to the Tenant so that it could be considered, and used to bolster his testimony regarding the expenses he incurred. However, whether it was due to disorganization, ambivalence, carelessness, or some other unknown reason, it is not clear why the Landlord did not take advantage of this option. Regardless, as the Landlord was partially successful in these claims, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this Application. Under the offsetting provisions of Section 72 of the *Act*, and based on Section 39 of the *Act*, I allow the Landlord to retain the security deposit in partial satisfaction of these claims.

Pursuant to Sections 38, 67, and 72 of the *Act*, I grant the Landlord a Monetary Order as follows:

Calculation of Monetary Award Payable by the Tenant to the Landlord

Item	Amount
Rental loss	\$15,600.00
Other damages	\$5,715.00

Recovery of Filing Fee	\$100.00
Security deposit	-\$2,600.00
Pet damage deposit	-\$2,600.00
Total Monetary Award	\$16,215.00

Conclusion

I provide the Landlord with a Monetary Order in the amount of **\$16,215.00** in the above terms, and the Tenant must be served with **this Order** as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: March 29, 2023

Residential Tenancy Branch