Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNDCT, FFT

Introduction

A previous oral participatory hearing was held with the parties via teleconference on May 9, 2023. The hearing was adjourned and an interim decision was issued on May 10, 2023. The hearing was originally set to be reconvened on October 24, 2023, by teleconference, but was rescheduled by the Residential Tenancy Branch (Branch) to November 14, 2023. On October 30, 2023, the Tenant made a request under section 74(2) of the Act to have the hearing conducted in writing. On November 9, 2023, the Tenant's request was granted by the Branch and the parties were sent the format of hearing decision, which included written hearing instructions from me.

For the sake of brevity, I will not repeat here the matters covered in the above noted decisions. As a result, those decisions must be read in conjunction with this decision.

Preliminary Matters

As detailed in the written hearing instructions attached to the format of hearing decision dated November 9, 2023, December 6, 2023, was the due date for proof of service documents for my consideration. As a result, I consider December 6, 2023, to be the date of conclusion for the proceedings for the purpose of section 77(1)(d) of the Act.

Based on the documentary evidence before me and the testimony of the parties at the May 9, 2023, hearing, I am satisfied that the documentary evidence before me was properly exchanged as required by my orders, the Act, and the Residential Tenancy Branch Rules of Procedure (Rules).

Issue(s) to be Decided

Is the Tenant entitled to $2,193.00 in compensation for monetary loss or other money owed?

Is the Landlord entitled to $1,006.00 for recovery of unpaid or lost rent?

Is the Landlord entitled to $4,000.43 in compensation for the cost for cleaning and repairing the rental unit?

Is the Landlord entitled to retain the Tenant's $1,000.00 security deposit and $1,000.00 pet damage deposit against the amounts sought? If not, is the Tenant entitled to their return or double their amounts?

Are the parties entitled to recovery of their respective filing fees?

Background and Evidence

The Tenant submitted a great volume of evidence for my consideration, consisting of more than 118 separate files, many of which contained multiple pages of evidence. Much of the evidence submitted by the Tenant was repetitious, and many duplicate copies of files and evidence were submitted. The Landlord submitted only 22 files, many of which also contained multiple pages. Duplicate evidence was also submitted by the Landlord. I have done my best to succinctly summarize below the positions and evidence of the parties.

After some initial disagreement at the hearing on May 9, 2023, the parties agreed that the tenancy for the rental unit commenced on August 29, 2017, that rent was initially set at $2,000.00 and was due on the first day of each month. They also agreed that a security deposit and pet damage deposit were both required and paid in the amount of $1,000.00 each. The parties agreed that the Landlord still holds the full $2,000.0 in trust.

Loss of Quiet Enjoyment

The Tenant claimed that the Landlord's agent L.K. repeatedly entered or attempted to enter the rental unit without permission or giving proper notice in January of 2023, when they were showing the rental unit to prospective new tenants. They claimed that L.K. was harassing and threatening them with showings of the rental unit, notices of entry, slanderous notices relating to cleanliness and repair of the rental unit, and an untruthful notice of overdue utilities. The Tenant claimed that L.K. verbally harassed them, banged on their vehicle window, and chased their vehicle on January 6, 2023, because they refused to permit L.K. to show the rental unit on short notice. They also claimed that L.K. had made slanderous and disparaging remarks about their character to a prospective new tenant during a showing, leaving them deeply embarrassed.

The Tenant argued that the above actions constitute a breach of their right to quiet enjoyment under section 28 of the Act. As a result, they sought $2,193.00 in compensation for loss of quiet enjoyment, which is equivalent to one month's rent.

The agents denied the Tenant's allegations of harassment and failure to give proper notice. They claimed that all entries or attempted entries were in accordance with the Landlord's rights under section 29 of the Act. They accused the Tenant of unreasonably preventing lawful access to the rental unit for the purpose of showings, inspections, maintenance, and repairs, which were only necessary because the Tenant had given notice to end their tenancy. As a result, the agents argued that the Tenant should not be entitled to any compensation for loss of quiet enjoyment.

Condition Inspections and Deposits

The parties disagreed about whether the Landlord complied with the requirements of the Act with regards to scheduling and completing a move-out condition inspection. The agents claimed that there was agreement between the parties to complete the condition inspection and that when the Tenant failed to attend, the move-out condition inspection and report were completed in their absence as allowable under section 35(5) of the Act.

The Tenant stated that although the agents had proposed a date and time for the move-out condition inspection via email, the date and time would not work for them. As a result, they stated that they proposed the following alternate dates and times for the inspection:

- January 30, 2022, at 1:00 PM; or
- January 31, 2022, at 1:00 PM.

The Tenant stated that they followed up on the issue of the move-out condition inspection in writing on January 26, 2022, but never received a response from the Landlord. As a result, the Tenant stated that they vacated the rental unit on January 31, 2023, without having completed a move-out condition inspection and that they notified the Landlord that they keys had been left behind in the rental unit. When asked at the hearing on May 9, 2023, the agents acknowledged that a second opportunity to conduct the move-out condition inspection was not offered on the approved form, as they believed there to have been a mutual agreement on the date and time of the inspection.

The Tenant claimed that because the Landlord had failed in their obligations to schedule and complete a move-out condition inspection, they were not entitled to retain or claim against either their security deposit or their pet damage deposit. They therefore

sought the return of double their amounts. The agents argued that they had complied with section 38(1) of the Act with regards to retaining and claiming against the security deposit as:

- they had properly scheduled and completed move-in and move-out condition inspections;
- the tenancy ended on January 31, 2023;
- the Landlord received the Tenant's forwarding address in writing via email on January 31, 2023; and
- the Application claiming against the deposits was filed by the Landlord six days later, on February 6, 2023.

As a result, the agents argued that the Tenant is not entitled to the return of the deposits, or double their amounts.

Damage

The parties disagreed about whether the Tenant left the rental unit reasonably clean and undamaged at the end of the tenancy, except for reasonable wear and tear and pre-existing damage. The agents sought recovery of $4,000.43 in costs allegedly incurred by the Landlord to bring the rental unit up to the state of cleanliness and repair that the Tenant was required to leave it in. The costs are broken down as follows:

- $200.00 for junk removal;
- $177.80 in blind cleaning and repair costs;
- $350.00 in general cleaning costs;
- $1,661.63 for paint and supplies;
- $787.50 for floor repairs;
- $220.00 for plumbing repairs;
- $185.50 in handyman labour and material costs; and
- $418.00 for appliance repairs.

The Tenant denied failing to leave the rental unit reasonably clean, stating that they had hired a professional cleaner to clean the unit on January 30, 2023, and had followed up with any final cleaning themselves on January 31, 2023, prior to vacating. They provided a cleaning invoice and photographs of the rental unit allegedly taken at the time of move-out. The Tenant also denied responsibility for painting and repair costs. They acknowledged that their painter had removed nails and patched walls in anticipation of painting, and that the anticipated painting never occurred due to their mother's health. They also acknowledged purchasing and applying peel and stick decals to cover the unsightly patchwork left after the walls were patched but not painted.

However, the Tenant argued that they should nevertheless not be responsible for painting costs, as landlords are responsible for painting rental units. Lastly, the Tenant denied responsibility for junk removal costs stating that the only things left behind were a pair of pajamas in the dryer, and a few small cleaning supplies, such as rags. As a result, they argued that there is no justification for the $200.00 sought for junk removal by the Landlord. They also called into question the lack of evidence from the Landlord to support this claim and amount.

Lost Rent

The parties disagreed about whether the Tenant should be responsible for any rent in February of 2023. Their arguments centered primarily around whether the Tenant had impeded the Landlord's ability to re-rent the unit for February 1, 2023, by repeatedly refusing lawful entry to the unit for the purpose of showings, inspections, and repairs.

The agents argued that the Tenant gave less than the required 30-days notice to end their tenancy, then impeded showings by repeatedly refusing lawful entry to the rental unit for the purpose of showings and repairs. The agents stated that this left the Landlord unable to re-rent the unit for February 1, 2023, resulting in a $1,066.00 loss of rental income to the Landlord for February 2023.

The Tenant disagreed. They stated that despite that fact that proper notice for entry was never given, they agreed to several showings. They also denied impeding lawful entry to the rental unit by agents for the Landlord other than L.K., whom they had repeatedly requested not be permitted into the rental unit due to harassment and safety concerns. The Tenant stated that despite these repeated requests and pleadings, and assurances from the Landlord's HR department that they would have a different agent do the showings, L.K. continued to come to the rental unit for this purpose, whom they would not permit to enter. They also accused the Landlord of failing to rent the unit for February 1, 2023, so that they could paint the rental unit. As a result, they denied any responsibility for lost February 2023 rent.

Analysis

Although I have considered all documentary evidence, testimony, and submissions in making this decision, I have referred only to the relevant and determinative facts, evidence, and issues in this analysis.

When two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party bearing the burden of proof must provide

sufficient evidence over and above their testimony and submissions to establish their claim.

Damage and Cleaning

Section 7 of the Act states that if a landlord or tenant does not comply with the Act, regulations, or their tenancy agreement, the non-complying party must:

- compensate the other party for any damage or loss that results; and
- do whatever is reasonable to minimize the damage or loss.

Sections 32(3) and (4) of the Act state that a tenant of a rental unit must repair damage to the rental unit that is caused by the actions or neglect of the tenant or a person permitted in the rental unit by the tenant but is not required to make repairs for reasonable wear and tear. Residential Tenancy Policy Guideline (Policy Guideline) #1 defines reasonable wear and tear as natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion.

Section 37(2) of the Act states that when a tenant vacates a rental unit, they must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

I am satisfied by the Tenant's own evidence and the evidence of the Landlord that:

- their mother's wheelchair caused damage to the rental unit, such as scratches;
- their use of glue to hang a painting left marks behind;
- they or their mother caused damage in the master bedroom;
- nails were removed from the wall by their painter;
- although they intended to have several areas of the rental unit painted, and their painter patched holes in the walls accordingly, the painting was never completed;
- they covered up unsightly patchwork left behind by the lack of painting with peel-and-stick decals.

These damages as admitted to by the Tenant and shown in photographs from both parties go well beyond what could reasonably be considered wear and tear, even for a tenancy of this length. Policy Guideline #1 states that a tenant must pay for repairing walls where there are an excessive number of nail holes, or where large nails, screws or tape have been used, causing wall damage. It also states that a tenant may only be required to paint or repair where the work is necessary because of damages for which the tenant is responsible. I find this to be the case here. As a result, I award the Landlord recovery of the $1,661.63 sought for paint and painting supplies, the $787.50 sought for floor repairs, and the $185.50 sought for a handyman.

However, I am not satisfied that the Tenant is responsible for the $220.00 in plumbing costs and the $418.00 in appliance repair costs. Given the length of the tenancy and the lack of detail in the submissions, evidence, and invoices regarding the age of these items and the cause of their damage or failure, I therefore find that the Landlord has failed to satisfy me that these repairs were required due to the actions or negligence of the Tenant or persons permitted into the rental unit by the tenant, rather than reasonable wear and tear or the expiration of their useful life. I therefore dismiss the Landlord's claim for recovery of these costs without leave to reapply.

I likewise dismiss the Landlord's claim for $200.00 in junk removal and disposal costs without leave to reapply. The evidence before me from the Landlord, such as photographs of the rental unit at the end of the tenancy, does not satisfy me that any such services would have been required. The Tenant also denied that anything other than a pair of pajamas and a few small cleaning supplies were left behind in the rental unit, which is corroborated by the Landlord's own photographs. I find that the disposal of such items could not reasonably have cost $200.00.

Although the Landlord sought recovery of $177.80 in blind cleaning and repair costs and $350.00 in general cleaning costs, I am not satisfied that they are entitled to recovery of these amounts. The Tenant submitted a cleaning invoice that satisfies me that a professional move-out clean was conducted on January 30, 2023. The photographic evidence of the parties also satisfies me that the rental unit was left reasonably clean. It is not a white glove test. Further to this, I find the evidence before me from the Landlord insufficient to determine that any blind repairs were required due to damage, rather than reasonable wear and tear or an expiration of their useful life. As a result, I therefore dismiss the Landlord's claim for recovery of these amounts without leave to reapply.

Lost Rent

I am satisfied by the documentary evidence before me, such as copies of emails exchanged between the parties, that:

- the Tenant gave the Landlord notice on December 26, 2022, that they were ending their periodic (month-to-month) tenancy on January 31, 2023;
- the Landlord received and accepted the Tenant's notice to end tenancy on December 28, 2023;
- the Tenant subsequently requested to cancel their notice to end tenancy on December 31, 2022, and this request for cancelation was received and granted by the Landlord;

- the Tenant again gave the Landlord notice to end their tenancy effective January 31, 2023, via email on January 2, 2023; and
- the Tenant's notice was received and accepted by the Landlord on January 3, 2023.

Despite the Tenant's arguments to the contrary, I am satisfied by the documentary evidence before me, such as videos and copies of emails exchanged between the parties, that the Tenant impeded the Landlord's ability to get the unit re-rented for February 1, 2023, by giving less than one months notice to end their tenancy, and then unlawfully impeding and refusing access to the rental unit by the Landlord's agents for the purposes of showing, inspecting, and repairing the rental unit.

In an email from the Tenant to the Landlord on January 3, 2023, the Tenant demands that all showings be between 3:00 to 5:00 PM. In an email from the Tenant to the Landlord on January 10, 2023, the Tenant states that the Landlord is not to conduct further showings of the rental unit unless they are scheduled with someone other than the current representative, which I infer to mean L.K. The Tenant's witness M.D. stated in their witness statement that on January 10, 2023, "Monika made it clear that she was not willing to let [given name redacted for privacy] (L.K.) into the apartment". In an email from the Tenant to the Landlord on January 11, 2023, they stated "I am NOT ALLOWING ENTRY to my suite for the remainder of the month." In videos submitted a person permitted into the rental unit by the Tenant can be seen refusing access to the Landlord's agent.

Although the Tenant characterized the above noted emails in their submissions as "pleadings" for the Landlord to have someone other than their agent L.K. complete the showings, I do not find that to be an accurate characterization. In these emails the Tenant is not making requests, they are making statements, and I find that the statements made equate to refusals by the Tenant to allow the Landlord or their agents lawful entry under section 29 of the Act. The Tenant also stated in their response to the Landlord's claims that no showings were requested by the Landlord after January 17, 2023. This makes sense to me, given the above noted emails from the Tenant refusing access and prohibiting entry.

I am satisfied that the Tenant gave less than the required amount of notice to end their tenancy, and then unreasonably and unlawfully prevented the Landlord and their agents from exercising their right of entry under section 29 of the Act for the purpose of getting the unit re-rented. It is therefore unreasonable for the Tenant to now argue that the

resulting loss of rent suffered by the Landlord due to their inability to show the rental unit and prepare it for re-rental on February 1, 2023, is not their responsibility.

While I agree that not all the requests for entry by the Landlord for showings were given more than 24 hours in advance, where a request for entry is made under section 29 of the Act, and agreed to by the tenant, no further notice is required, unless the date of entry is more than 30 days later. Where permission was not given by the Tenant for entry, and proper notice was not given by the Landlord, the Landlord would not have lawfully been permitted to enter the rental unit and a refusal by the Tenant would have been both reasonable and lawful. While this may have been the case on one or more occasions, I am satisfied that the Tenant unlawfully refused access to L.K. when proper notice had been given.

Despite the Tenant's allegations against and feelings about the Landlord's agent L.K., they were not entitled to either bar their entry to the rental unit or bar all entry to the rental unit by any of the Landlord's agents, without having first received an order from the Branch allowing such a restriction to the Landlords section 29 rights. They were also not entitled to unilaterally decide what time of day entries were permitted, as section 29(1) of the Act permits entry between 8:00 AM and 9:00 PM, unless otherwise agreed to by the parties.

Based on the above, and my previous findings regarding damage to the rental unit, I am satisfied that the Landlord suffered a $1,066.00 loss of rent for February of 2023 due to breaches by the Tenant to sections 32, 37, and 45 of the Act, and their interference with the Landlord's lawful right to enter the rental unit under section 29 of the Act. I therefore grant the Landlord recovery of the $1,066.00 sought.

Loss of Quiet Enjoyment

While tenants have a right to quiet enjoyment under section 28 of the Act, this right is not unrestricted. Tenants are entitled to reasonable privacy, but not total privacy, and freedom from unreasonable disturbance, not all disturbances. While they are generally entitled to exclusive possession of the rental unit, this right is subject to section 29 of the Act, which permits entry under the specified circumstances.

I have already found above that the Tenant interfered with the Landlord's lawful right of entry under section 29 of the Act. I therefore dismiss their claims for loss of quiet enjoyment related to entries or attempted entries to the rental unit by the Landlord's agents. While the Tenant claimed that they were aggressively and verbally harassed by

L.K. on January 6, 2023, nothing submitted by the Tenant satisfies me that this is accurate. The agents denied that this occurred, and although a police file number was provided for my consideration, no police report or evidence from the police accompanied it. There was also no other corroboratory evidence of the incident from the Tenant, such as witness statements or videos. The Tenant's submissions and emails attesting to the incident do not constitute corroboratory evidence as they are simply re-statements of the same thing by the Tenant in different forms.

Lastly, although the Tenant characterized notices received regarding entry to the rental unit, outstanding utilities, and the state of cleanliness and repair of the rental unit as threats and harassment, I find this characterization inaccurate. In reading the notices, I find them to simply be an exercise of the Landlord's rights and responsibilities under the Act. Advising the Tenant that they believe them to be in breach of their tenancy agreement and the Act is not harassment. Advising the Tenant that they intend to exercise their rights under the Act regarding any breaches do not constitute threats.

As a result, I find that the Tenant has failed to satisfy me on a balance of probabilities that the Landlord or their agents breached the Act, resulting in a loss of quiet enjoyment for which they are entitled to compensation. I therefore dismiss their claim for $2,193.00 without leave to reapply.

Security and Pet Damage Deposit

Section 35(2) of the Act states that a landlord must offer at least two opportunities, as prescribed in the regulation, for the inspection. Section 17(1) of the regulation states that a landlord must offer to a tenant a first opportunity to schedule a condition inspection by proposing one or more dates and times. Subsection (2)(a) states that if the tenant is not available at the time(s) offered, the tenant may propose an alternative time, which must be considered by the landlord prior to any action by the landlord under subsection (2)(b). Subsection (2)(b) states that a landlord must propose a second opportunity, different from the first opportunity described in subsection (1), to the tenant by providing the tenant with a notice in the approved form. The applicable approved form is #RTB-22, the Notice of Final Opportunity to Schedule a Condition Inspection.

Section 36(2)(a) of the Act states that unless the tenant has abandoned the rental unit, the right of the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to the rental unit is extinguished if the landlord does not comply with section 35(2).

Section 38(1) of the Act states that unless subsections (3) or (4) apply, a landlord must, within 15 days of the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, either:

- repay any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations; or
- make an application for dispute resolution claiming against the deposits.

Section 38(3) of the Act states that a landlord may retain from a security deposit or a pet damage deposit an amount that the director has previously ordered the tenant to pay to the landlord, which remains unpaid at the end of the tenancy.

Section 38(4)(a) and (b) of the Act states that a landlord may retain and amount from a security deposit or a pet damage deposit if either the tenant agrees in writing at the end of the tenancy that the amount may be retained for a liability or obligation of the tenant, or the director orders after the end of the tenancy that the landlord may retain that amount.

Section 38(6) of the Act states that if a landlord does not comply with subsection (1), the landlord may not claim against the security deposit or any pet damage deposit and must pay the tenant double their amounts.

Section 38(7) of the Act states that if a landlord is entitled to retain an amount under subsection (3) or (4), a pet damage deposit may only be used for damage caused by a pet to the residential property, unless otherwise agreed to by the tenant.

Policy Guideline #31 states that a landlord cannot require a pet damage deposit for a guide animal under the *Guide Animal Act.* The *Guide Animal Act* was repealed by the *Guide Dog and Service Dog Act* January 18, 2016.

I am satisfied based on the testimony of the parties and the evidence before me that, a security deposit and pet damage deposit were both required and paid in the amount of $1,000.00 each, and that no amount of either deposit has been returned to the Tenant. As a result, I find that the Landlord currently holds $2,000.00 in deposits, plus $20.03 in interest per deposit, in trust for the Tenant.

The Tenant stated at the May 9, 2023, hearing that there was a service dog licensed by the Justice Institute residing in the rental unit during the tenancy. The Tenant stated that the service dog was task trained for the purpose of medical alert. There was no

disagreement by the agents that the dog residing in the rental unit, for which the pet damage deposit was charged and paid, was a service dog.

I find as fact that the tenancy ended on January 31, 2023, that the Landlord received the Tenant's forwarding address in writing that same day, and that the Landlord filed their Application seeking retention of both deposits 6 days later, on February 6, 2023. Based on the testimony and submissions of the parties and the documentary evidence before me, I am satisfied that the Tenant did not abandon the rental unit.

Although the Landlord filed their Application seeking to retain both the security deposit and the pet damage deposit within the timeline set out under section 38(1) of the Act, I find that the Landlord was not entitled to charge a pet damage deposit for the service dog residing in the rental unit. I also find that even if they had been entitled to charge a pet damage deposit, they were nevertheless not entitled to retain it at the end of the tenancy as part of their Application because the Application lacks any indication that damage caused to the residential property was the result of a pet.

As a result, I find that the Landlord was required to return the pet damage deposit to the Tenant by February 15, 2023. As they did not, I therefore grant the Tenant's Application seeking double it's amount. The Tenant is therefore granted $2,000.00 for double its amount, plus $20.03 in interest owed on the base deposit amount, for a total of $2,020.03.

I do not accept the agent's arguments that there was a mutually agreed upon time for the move-out condition inspection. While I accept that the Landlord's agents proposed a date for the inspection, I am also satisfied that the Tenant not only made the agents aware that they were unavailable at that time, but proposed two reasonable alternate dates and times. Despite this, I am satisfied that the Landlord and their agents failed to adequately consider these alternative dates and times as required by section 17(2)(a) of the regulation. I am also satisfied that the Landlord failed to offer a second opportunity on the approved form as required by section 17(2)(b) of the regulation. As a result, I find that:

- the Tenant was not required to attend a move-out condition inspection as one was not properly scheduled by the Landlord;
- the Tenant is not considered to have extinguished their right to claim for the return of their security deposit for failing to attend or participate in the inspection, or sign the inspection report; and
- the Landlord therefore extinguished their right to claim against the security deposit for damage to the rental unit.

Despite the above, the Landlord claimed against the security deposit for matters not considered to be damage for the purpose of section 36(2)(a) of the Act, such as cleaning and lost rent. As a result, I find that they nevertheless complied with section 38(1) of the Act in relation to the security deposit. The Tenant's Application seeking double its amount under section 38(6) is therefore dismissed without leave to reapply.

As set out above, I have granted the Landlord $3,640.63. Pursuant to sections 38(4)(b) and 72(2)(b) of the Act, I therefore grant the Landlord retention of the $1,020.03 security deposit and interest currently held in trust, towards this amount. The remaining balance owed, $2,620.60, is offset against the $2,020.03 owed to the Tenant for the return of double the amount of their pet damage deposit. Pursuant to section 67 of the Act, I therefore grant the Landlord a monetary order in the amount of $600.57 for the remaining balance owed.

Filing Fees

I find that there were mixed results, as the parties were both successful in only a portion of their claims. As a result, I decline to grant either party recovery of their filing fee.

Conclusion

Pursuant to section 67 of the *Act*, I grant the Landlord a Monetary Order in the amount of **$600.57**. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, it may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

I believe that this decision has been rendered within 30 days after the close of the proceedings, in accordance with section 77(1)(d) of the Act and the *Interpretation Act* with regards to the calculation of time. However, section 77(2) of the Act states that the director does not lose authority in a dispute resolution proceeding, nor is the validity of a decision affected if it is given after the 30-day period in subsection (1)(d). As a result, I find that neither the validity of this decision, nor my authority to render it, are affected if I have erred in my calculation of time and this decision and the associated Order were issued more than 30 days after the close of the proceedings.

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

Dated: January 6, 2024

Residential Tenancy Branch