



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes Landlord: MND-S, MNDC-S, FF
 Tenant: MNSD, FF

Introduction

This hearing convened by teleconference on June 17, 2024 before another arbitrator, to deal with the cross applications (application) of the parties for dispute resolution seeking remedy under the Residential Tenancy Act (Act).

The Landlord applied for the following:

- compensation for alleged damage to the rental unit by the Tenants;
- compensation for a monetary loss or other money owed;
- authority to retain the Tenants security deposit and pet damage deposit;
- recovery of the filing fee

The Tenants applied for the following:

- a return of their security deposit; and
- recovery of the filing fee

That hearing was adjourned and reconvened before me on July 30, 2024, to hear the matters from the start.

The hearing continued for 156 minutes, at which time the hearing was adjourned due to the length of time. An Interim Decision was issued on July 30, 2024, which is incorporated by reference and should be read in conjunction with this Decision.

At the second and final reconvened hearing, those listed on the cover page of this decision attended the hearing and, apart from the parties' respective legal counsel,

were affirmed. Words utilizing the singular shall also include the plural and vice versa where the context requires.

At both hearings before me, the parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make their submissions.

I have reviewed all oral, written, and other evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments made in the 236-minute hearing will be reproduced in this Decision.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenants?

Are the Tenants entitled to a return of their security deposit?

Is either party entitled to recover the filing fee?

Background and Evidence

The tenancy began on February 19, 2022, and ended on or about February 29, 2024. The monthly rent at the beginning of the tenancy was \$3200 and the Tenants paid a security deposit of \$1000. The Landlord continues to hold the security deposit in trust.

The rental unit was furnished.

The Landlord's initial monetary claim was \$5000 for alleged damage to the rental unit and \$370 for general monetary compensation. The Landlord's final monetary claim is \$15,568.73. The claims listed on a 32-item claim breakdown table are based on alleged damage caused by the Tenants during the tenancy, such as the dryer, microwave vent, broken chair, floor damage, paint, and hardwood floor damage, and missing items, such as an oven mitt, vase, teapot and saltshaker, drawer liners, missing plastic hangers, and torn towels.

In their application, the Landlord wrote the following:

An inspection report was provided which included 26 issues of damage that are considered by the landlord to be beyond Normal Wear and Tear. This includes damage to a microwave, dryer, chair, bed, flooring, plumbing, painting, parking stall, household items, and generally unsatisfactory cleaning of the property at the end of the tenancy. I am also seeking compensation for any contractors' time and effort and expenses to make the repairs. I am also seeking compensation for time and effort and expenses to make the repairs myself. I am also seeking compensation for time and effort and expenses to seek a resolution to date and in the future until the issues are resolved. I would like to recover potential future costs as well such as penalties imposed by the strata and loss of utility of the property during upcoming repairs as well as unforeseen costs beyond the time of this filing.

Further, the Landlord submitted a 60-page detailed listing of their claim, with supporting description and photos.

The Landlord confirmed there was no move-in condition inspection report (Report).

Landlord's Counsel's submissions, in part:

Counsel explained that there are three classes of loss, specifically damage, cleaning costs, and loss of value.

Counsel first addressed and considered what they termed the "big ticket" items and submitted as follows, in part:

As to the dryer, the rental unit was 10 years old, so the dryer was 10 years old. The front panel had been broken and taped into place, and for that, the Landlord claimed 20% of the invoice shown in USD and dryer parts for \$21.79. The lint dryer cover was missing and the claim was \$87.15 and 80% of an invoice in USD.

As to the flooring, the rental unit was a 870 sq.ft. 2 bedroom high-end condo, with all hardwood floors, and they were in great condition when the Landlord lived there from 2018-2022. The condition of the rental unit was described as immaculate at the start of the tenancy and a lot of photos were taken. When they first went back into the rental unit after the tenancy, they noticed the place was dirty. The Landlord claims that there were excessive oil stains, chipping, and discoloration on the concrete flooring, which was in immaculate condition at the start of the tenancy. The contractor cost of \$5218.50 was shown in invoices.

At the end of the tenancy, the hardwood floor was shown to be damaged and had a large water stain, which indicated prolonged water exposure. Further there was a track down the hallway, and the floor was in immaculate condition at the start of the tenancy. The Landlord claims they tried to clean the flooring but were not successful. They have a quote to sand and refinish the flooring, but the Landlord does not want to have it done as it would decrease the longevity of the floor.

The leg of a chair left in the rental unit was broken and the Tenants tried to conceal it by taping the leg back on. The Landlord seeks the costs of a new chair, which the Landlord claims was bought in 2019 or 2020 for about \$1500 and was in immaculate condition. The fridge was full of food and there was grease everywhere, there was mold in the shower, taps and drain.

The Landlord claims that the light bulbs were removed and claims replacement costs.

The Landlord claims the Tenants spilled paint in the parking garage, and when strata threatened fines, the Landlord cleaned it up. The amount of the claim is based on \$35 per hour, the amount being based on reading RTB decisions.

The Landlord spent a lot of time cleaning the rental unit.

The Landlord agreed that they wanted the rental unit to be in the same condition as it was at the beginning of the tenancy.

The Landlord said that lightbulbs were not missing, but were burnt out.

The Landlord and Counsel submitted that proof of the condition of the wooden floor hallway is the photo of the inside of the hallway closet.

Cross-examination of the Landlord by Tenant's Counsel

In response to questions of the Tenant's Counsel, the Landlord testified to the following, in part, that they did not know the age of the building when asked if they knew that the initial real estate listings showed the property was built in stages in 2009 and 2010.

The Landlord said the bunk bed was disassembled and stored by BY, and there are missing parts.

The Landlord said they completed the final inspection with the Tenants, but they were late and it was impossible to see the condition as it was dark as some areas were dark.

The Landlord said they saw dark stains on February 27, 2024, when they viewed the property with their real estate agent.

The Landlord denied threatening to sue the Tenants for \$250,000.

Testimony of the Tenants, in part

They treated the rental unit with respect and love, as it was their home, they took their shoes off at the front door and every Sunday night, they would do a thorough clean of the rental unit. The cleaning included cleaning and washing the floors.

When they had a walk through with BY at the beginning of the tenancy, the rental unit was not in immaculate condition and before moving out, they did a thorough cleaning. The Tenant acknowledged that they overlooked the fridge and freezer and oven, and they also acknowledged the paint spill in the parking garage. They intended to clean it up, but the paint remained too wet while they were still there to be able to properly clean.

The Tenant said that all the lights were working and on in every room when they did the walk-through at the end of the tenancy on February 27, 2024. At the walk-through, the Landlord did not raise any issues with the condition of the rental unit. The Tenants denied trying to conceal damage, and they rarely used the chair. The chair leg did break, but because they had a good relationship with BY, they just taped the leg and decided against using it.

The Tenants said they just walked normally down the hallway and did not cause any discoloration in the wood floor. There was no mis-use of the flooring and they did nothing to cause stains.

BY at their request removed the bunk bed and in their communication said that once the bunk bed was gone, it was gone.

Cross-examination of the Tenants

They did not take, steal, or remove any items. When they mentioned a dryer repair to the Landlord during the tenancy, they were told to take the dryer apart themselves and

manually hold the tube in their mouth to blow through the tube to get it working, so fixing the dryer with their mouth did not seem like a proper solution. They were repeatedly told to open the dryer to fix the problem.

The Tenant said they and BY walked through the apartment at the beginning of the tenancy and they were just told to keep what they want and to remove what you do not want. They were told by BY that the knob on the stove was not working and that someone would come in to fix it, but no one ever did.

The Tenant said that there were multiple marks on the floor at move-in, but did not bring it up at the time because they do not expect 14-year-old floors to be pristine.

The Tenants said they never put a plant where there is a stain by the fireplace, as their plants were on the other side of the room by the window for the sunlight. The Tenant said it did not make sense to have a plant by the fireplace. The Tenant said that things in the rental unit were rearranged latterly by the Landlord's real estate agent to take listing photographs. The Tenants also did not agree that the stain was where the Landlord said it was.

In a final submission, the Landlord's Counsel said the rental unit was not left reasonably clean and the Landlord charged \$35 per hour for cleaning.

The Landlord is not required to show a cost was incurred, as diminished value is also a loss. Some items should be compensated by nominal damages.

The Landlord acknowledges there was no move-in or move-out inspection Report, and though the lack of a move-in report is hurdle, it is not a bar to a claim. The photos show a water stain on the wooden floor at the end of the tenancy, but not at the beginning.

In rebuttal, the Tenants' Counsel said that when the Tenants would not agree to damages, the Landlord threatened to sue for a quarter of a million dollars. The reason the Act requires a move-in inspection report is to avoid mischief by the parties, and a request for a torn towel seems like a shake down and is an embarrassing waste of time.

The real purpose of the Landlord's claim is to resurface a 15-year-old floor.

The Landlord lacks credibility as they originally asked for \$5000, then the claim went to \$15,000. The Tenants cleaned the rental unit and the flooring claim is baseless. The before photos show damage and the Landlord said the floors were flawless.

The Landlord did not do anything they were supposed to do legally, there was no move-in or move-out report, the Tenants were told everything was fine and then after they no longer had access to the rental unit, the Landlord's emails leading up to a threat to sue for a quarter of a million dollars becomes increasingly unhinged. Counsel further said that the Tenants were presented with photos they have never seen before, they did not take and were not present when taken.

The Tenants moved into an 11 year old unit and the Landlord was just trying to ready the rental unit for re-sale. If the Landlord is successful, they will be enriched. There were no cogent costs for the paint spill and if the Landlord is entitled to anything, it would be a nominal amount of \$100. The Landlord said under oath the flooring was flawless and the evidence shows it was not. The Landlord did not prove the water spot was not there at the beginning of the tenancy and the photographs submitted by the Landlord do not show the spot. Further, the Landlord could have re-sanded the small spot and re-stained, or replace specific planks, but chose not to, which shows the Landlord is trying to ready the rental unit for sale.

Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, meaning more likely than not, I find as follows:

Landlord's application

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that results. Section 7(2) also requires that the claiming party must do whatever is reasonable to minimize the damage or loss. Under section 67 of the Act, an arbitrator may determine the amount of the damage or loss resulting from that party not complying with the Act, the regulations or a tenancy agreement, and order that party to pay compensation to the other party. The claiming party has the burden of proof to substantiate their claim on a balance of probabilities.

Where the claiming party has not met each of the four elements above, the burden of proof has not been met and the claim fails.

Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails.

I find the undisputed evidence is that a move-in inspection was not conducted with the Tenants at the beginning of the tenancy, and there was not a move-in condition inspection report (Report). I also find the evidence shows the Tenants and the Landlord conducted a move-out inspection, the date for which was mutually agreed to between the two parties, but the Landlord did not provide a Report. I do not accept the Landlord's return to the rental unit in the next few days to do a 5+ hour inspection and creating their own sheet listing damages to be sufficient. The Tenants were not obligated to attend a second move-out inspection. For this reason, the Landlord extinguished their right to claim against the Tenants' security deposit for damage and must either return the Tenants' security deposit or file an application for dispute resolution within 15 days of either the tenancy ending or receiving the Tenants' written forwarding address. In this case, the Landlord filed their application within 15 days of the tenancy ending.

In addition to making a claim against the security deposit for damages, which the Landlord did not have the right to do due to their breach of the Act, the Landlord's initial application included other claims, such as replacement of items and cleaning, which the Landlord had the right to do, both under the Act, and in conjunction with guidance of Tenancy Policy Guideline.

I accept the assertion of Counsel for the Landlord, in that the breach of the Act by the Landlord of not conducting a move-in and move-out inspection and completing the Report containing the required information does not bar the Landlord from making a claim for damages or other compensation.

The problem I find with the Landlord's failure to comply with the Act is that the Tenants, who are being claimed against for damage or loss, did not have the opportunity to contribute their comments as to the state of the rental unit, either at the beginning or end of the tenancy in conducting an inspection with the Landlord.

Additionally, the Landlord has submitted before and after photos, and I find the issue with this type of evidence, especially in the absence of the Report, is in the case where a landlord has not shown the same area in the same way.

Additionally, the evidence shows that the Landlord's daughter, BY, dealt with the Tenants during this tenancy, and BY was not present to provide direct testimony, be subject to cross-examination, or authenticate the photos, if they were taken by her.

Although the Landlord relies on photographs to establish the condition of the rental unit, furnishings and household items, I find I could not rely on them for this purpose. A move-in condition inspection and completion of the Report is important, not only because it is the Landlord's legal obligation, it also allows the Tenants to contribute their input at the beginning of the tenancy and to note their disagreement with the Landlord's assessment of the condition.

I will address the big-ticket items first, as described by Landlord's Counsel, which appear to be the armchair, the bunkbed, hardwood floor damage, and kitchen floor damage.

Armchair

The Landlord seeks full replacement costs of the used chair. I acknowledge that the chair leg broke off. I have reviewed the photos of the chair, and find that the chair seat cushion, just like the seat cushions on the sofa, appear to be well used and worn. I find I am unable to determine whether the Tenants' were negligent in the use of the chair, as the Tenants provided testimony that they did not use the chair very long before the leg broke and that they were using it for the intended purpose.

The purpose of compensation is to put someone who allegedly suffered the damage or loss in the same position, not a better position. I find the Landlord's claim for a new chair to replace a used chair would put the Landlord in a better position. I find the Landlord's claim to be unreasonable and further find insufficient evidence of a cost, or loss. For this reason, I dismiss the Landlord's claim for \$1557, without leave to reapply.

Bunk bed

I dismiss this claim, without leave to reapply. The evidence filed by the Tenants showed text message communication with BY, the property manager dealing with the Tenants during this tenancy, who confirmed the Tenants could disassemble the bunk bed, keep the lower portion, and that they would collect the upper portion. I find once the property manager took the upper portion of the bunk bed, the Tenants had no further control over the parts. Further, I find insufficient evidence that there were missing parts, or proof of loss.

Kitchen floor

The Landlord seeks full costs of concrete flooring refinishing, claiming the Tenants were responsible for the damage. In this case, I find it reasonable to conclude the flooring was original to the rental unit, as the Landlord failed to adequately dispute the age of the construction of 2009 or 2010, which I find puts the age of the flooring to be at least 14 years. Tenancy Policy Guideline 40 provides that the useful life of tile flooring is 10 years and hardwood or parquet flooring is 20. While Policy Guideline does not specifically include concrete flooring, I find it reasonable to conclude the concrete flooring surpassed or was well through its useful life.

The Landlord's position in this case is that the flooring was immaculate at the beginning of the tenancy, which I do not find to be the case. I have reviewed the Landlord's photographs attempting to prove the move-in condition, which included a kitchen drawer pulled out with the kitchen floor below. I have reviewed all photographs and find there were chips and marks on the kitchen floor at the beginning of tenancy. I also took into consideration there was no other independent record of the state of the flooring at the beginning of the tenancy.

In reviewing the Tenants' documentary evidence, the Landlord communicated to the Tenants that they, the Landlord, believed the value of the rental unit on the real estate market had suffered a decline due to the degraded condition of the rental unit. The Landlord even informed the Tenants they were considering legal action for compensation for the full restoration of the rental unit back to from before the tenancy began. The Landlord said they expected the Tenants to return the rental unit in the same condition as when the tenancy began, and in their evidence, the Landlord said the floors were in like-new condition. However, the email from the Landlord's property manager to the Tenants at the beginning of the tenancy acknowledged deterioration of the concrete flooring at the edge of the laminate, which I find conflicts with the Landlord's testimony.

For these reasons, I find the Landlord submitted insufficient evidence that the Tenants damaged the floor, and their claim of \$5218.50 is dismissed, without leave to reapply.

Hardwood floor

The Landlord seeks costs of refinishing all hardwood floors in the rental unit. The claim is based on an estimate dated May 22, 2024, which is nearly 3 months after the

Tenants vacated. It was not clear who had possession of the rental unit, or for how long, at the time the estimate was provided.

I find the Landlord submitted insufficient evidence that the Tenants damaged the flooring at all, or at least to the extent that they required refinishing. I also find it inconclusive that the flooring was hardwood or laminate. The Landlord's property manager said in an email to the Tenants that the flooring was laminate. Having said that, I reviewed the evidence the Landlord filed to support this claim.

The Landlord attempted to prove the damaged floor by showing a stain in an up-close position after photo and in an attempt to establish the condition of the same spot, by piecing together several before photos where the affected area could be. I find this is not sufficient to establish the condition or location of the affected area.

The Landlord claims the track lines in the center hallway between the rooms, did not exist prior to the tenancy. The Landlord said their proof of the condition of the center part of the hallway can be shown by the picture of the inside of the hallway closet showing a very small part of the floor just outside the closet, which I find did not show the center part at all. I find this attempt at proving the center of the hallway by showing the inside closet to be implausible.

Lastly, I find the Landlord submitted insufficient evidence of a loss, and further, find insufficient evidence of diminished value. I dismiss the Landlord's claim for \$5137.13 for refinishing the flooring without leave to reapply.

Light bulbs

Policy Guideline 1 states that a landlord is responsible for, among other things, replacing light bulbs in hallways and other common areas; the tenant is responsible for replacing light bulbs during their tenancy.

I interpret this Guideline to provide that a landlord is not responsible to replace light bulbs during the tenancy if a tenant asks. I find it is the tenant's choice to replace light bulbs during the tenancy. Further, I find it reasonable to determine that light bulbs that are burnt out at the end of the tenancy to be reasonable wear and tear.

The Tenants said they did not remove any lightbulbs and if there were missing lightbulbs, they were not there at the start of the tenancy. As there was insufficient evidence of lightbulbs at the beginning of the tenancy and taking into consideration that

I find burnt out lightbulbs to be reasonable wear and tear, I dismiss the Landlord's claims for all lightbulbs, without leave to reapply

Microwave vent filter

I dismiss this claim of \$37.99, without leave to reapply. The Landlord's evidence shows a potential price if ordered on Amazon, which shows the item was not placed in the cart and purchased.

Stove knob

The Landlord claims 25% of a service call, or \$151.99. The technician repaired other things on the stove, including a repair of a knob. I am unsure of the basis for the Landlord's claim of 25%, and considering the Tenants had issues with the knob during the tenancy, that there was not move-out inspection Report taken with the Tenants, and in consideration that the stove could be reaching its useful life of 15 years, I find the Landlord submitted insufficient evidence of this claim. The Landlord's claim for \$151.99 is dismissed, without leave to reapply.

Dryer parts

I find the Landlord submitted sufficient evidence that a dryer part was broken. I also find the Tenants submitted sufficient evidence that they had issues with the dryer for a large part of the tenancy and the Landlord was aware of the same, as they offered to go over and work on the dryer. In recognition the front panel was broken, and in consideration that the Tenants had issues, and the dryer could be reaching its useful life of 15 years, I find the Landlord is entitled to a nominal amount of \$20.

Paint spill clean-up

The Tenants confirmed the paint was spilled in the parking garage, and that although they offered to clean up the paint, by this time communication between the parties had deteriorated. I find the Tenants are responsible for the paint spill.

The Landlord claims \$316.49, comprised of labour of \$350 and \$16.49 for a paint scraper. I grant the Landlord \$16.49 for the scraper, as I find it was a necessary purchase for the clean-up.

I find the claim of 10 hours labour to be excessive and unfounded. When reviewing the small amount of paint, I find a reasonable amount for cleaning to grant the Landlord is \$150. The Landlord is granted a total monetary award of \$166.49 for the paint spill and scraper.

Lawn chairs

I find the Landlord submitted insufficient evidence of proof of loss. The lawn chairs were outside, of undetermined age, and exposed to the elements, and for this reason, I find insufficient evidence that the Tenants damaged the lawn chairs beyond reasonable wear and tear or proof of a loss.

The Landlord's claim for \$79.09 is dismissed without leave to reapply.

Drain stop in kitchen

I find the Landlord submitted insufficient evidence that the Tenants damaged the drain stop beyond reasonable wear and tear, or evidence of a proof of loss. I dismiss the Landlord's claim of \$22.59 without leave to reapply.

Broken glass frame

The Landlord filed a photo of a broken glass frame, which I find is not reasonable wear and tear. Considering the frame was used and there was insufficient evidence of the value of a used picture frame, I grant the Landlord \$5.00 in nominal damages.

Paint marks on bedroom ceiling

The Landlord claims \$500 for paint marks on the master bedroom ceiling from the Tenants not using tape when repainting. The evidence of the Landlord is that they have not obtained an estimate, but states that \$500 is reasonable.

I dismiss the Landlord's claim, without leave to reapply, as I find they submitted insufficient evidence of a proof of cost, or that the work has or will been done.

Cleaning

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

I have already addressed the Landlord's failure to have a move-in inspection, and there was no condition inspection report at all; however, I have reviewed the photos of the Landlord taken at and near the end of the tenancy.

First of all, the Tenants acknowledged they did not clean the fridge/freezer or stove/oven. I also find the pictures show the filter to the microwave was not cleaned. Further, I have reviewed other areas of the rental unit, such as the sink drain, bath/shower, where there was mold and soap scum around the bathtub, uncleaned dryer filters, uncleaned drawers, mold in the appliance, and around the toilet, and I find the Tenants did not leave all areas within the rental unit reasonably clean.

For this reason, I find the Landlord is entitled to cleaning costs. The Landlord claims \$960, which is labour for 3 people for 32 hours.

Although I find the Tenants failed to leave the entire rental unit reasonably clean, I find the claim of \$960 is excessive in considering that I find there was insufficient evidence of the amount of hours worked. I find a reasonable amount to grant Landlord for cleaning to be \$600.

Missing household items

The Landlord claims for torn towels, plastic hangers, oven mitts, broken dishes, I find it difficult to quantify used household items. The Tenants denied taking any of these items, and there was no inventory taken with the Tenants at the end of the tenancy and put on a Report. The Landlord's claim is based in part on the replacement of these used items with new items, which I find is an unreasonable claim.

For this reason, I find the Landlord submitted insufficient evidence of the value of the claimed loss, and all claims for household items are dismissed without leave to reapply.

I grant the Landlord recovery of their filing fee of \$100 as they had partial success with their application.

Due to the above, I find the Landlord is entitled to a total monetary award of \$891.49 against the Tenants, comprised of \$20 for dryer parts, \$166.49 for paint spill clean up

and scraper, glass frame, \$600 for cleaning labour, and recovery of their filing fee for \$100.

Tenant's application-

Security deposit, doubled-

As previously mentioned in this Decision, although the Landlord's right to claim against the security deposit for damage to the rental unit was extinguished, the Landlord's claim also included a claim for cleaning and missing household items. I find that the Landlord complied with the requirement under section 38 to make an application to keep the deposit within 15 days of the end of the tenancy. The Tenants are therefore not entitled to double recovery of the deposit, and I dismiss that portion of the Tenants' application.

I also find that the Tenants were not required to file an application claiming their security deposit. This is for the reason the Landlord kept the security deposit and claimed against it. I would have dealt with disposition of the Tenants' security deposit in the same way as I have done in the Landlord's application. I dismiss the Tenants' application without leave to reapply.

For this reason, I decline to award the Tenants recovery of their filing fee.

Both applications-

I have awarded the Landlord compensation in the amount of \$891.49. I direct the Landlord to retain this amount from the Tenant's security deposit and interest of \$1043.25 in satisfaction of their monetary award, leaving a balance owing to the Tenants in the amount of \$151.76 for their security deposit.

I order the Landlord to return the balance of the Tenants' security deposit of \$151.76.

To give effect to this order, **I grant the Tenants a monetary order of \$151.76** pursuant to section 67 of the Act, comprised of the balance of their security deposit.

Should the Landlord fail to pay the Tenants this amount without delay, the order may be served to the Landlord and may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court.

Conclusion

The Landlord's application was granted in part, with the rest of their application being dismissed without leave to reapply.

The Landlord was ordered to return the balance of the Tenants' security deposit.

The Tenants' application was dismissed without leave to reapply.

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: November 10, 2024

Residential Tenancy Branch