Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MND, FF, O

Introduction

This hearing dealt with applications from both the landlord and the tenants under the *Residential Tenancy Act* (the *Act*). The tenants applied for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to recover their filing fee for this application from the landlord pursuant to section 72; and
- other unspecified remedies.

The landlord applied for:

- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover his filing fee for this application from the tenants pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The landlord and his legal counsel confirmed that the landlord received a copy of the tenants' dispute resolution hearing package sent to him by registered mail on October 3, 2013. The tenants confirmed that on November 21, 2013, they received a copy of the landlord's dispute resolution hearing package sent by the landlord by registered mail on November 15, 2013. I am satisfied that both parties served one another with their hearing packages in accordance with the *Act* and that both parties served one another with their written evidence packages in sufficient time to enable them to prepare for this hearing.

During the course of the hearing, the landlord's counsel asked a number of times for permission to review his notes and questions, sometimes for as long as five minutes. While I provided the landlord's counsel with some time on these occasions, I reminded the landlord's counsel that both parties had applied for dispute resolution and were

expected to be in a position to present their respective cases during the time frame allotted for this hearing.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and losses arising out of this tenancy? Is the landlord entitled to a monetary award for damage arising out of this tenancy? Are the tenants entitled to a monetary award pursuant to section 51(2) of the *Act* for the landlord's failure to take steps to accomplish the stated purpose of the notice to end tenancy issued to them under section 49 of the *Act* for landlord's use of the rental premises? Are either of the parties entitled to recover the filing fee for this application from one another?

Background and Evidence

This tenancy began as a one-year fixed term tenancy on June 25, 2011. According to the Residential Tenancy Agreement (the Agreement) entered into between the parties and submitted into written evidence, the tenancy was to continue at the end of the fixed term as a periodic tenancy. A second one-year fixed term was entered into between the parties for the period between August 1, 2012 and July 31, 2013. Both parties agreed that there was no provision in the Agreement requiring the tenants to vacate the premises on the final day of either fixed term.

Monthly rent was set at $2,800.00, payable in advance on the first of each month. Although the tenants paid a $1,400.00 security deposit on June 25, 2011, the landlord has returned the tenants' security deposit in full. The return of the security deposit was included as part of a $7,209.79 cheque the landlord forwarded to the tenants on July 12, 2013, after this tenancy had ended.

The landlord's legal counsel (counsel) said that neither he nor the landlord were aware of any joint move-in condition inspection. The female tenant (the tenant) testified that a joint move-in condition inspection was conducted with an agent of the landlord. Both parties agreed that no joint move-in or move-out condition inspection reports were prepared for this tenancy.

On May 18, 2013, the landlord sent the tenants an email and attachment requesting that they end their tenancy early, as the landlord was no longer planning to rent the house to tenants. The female tenant alerted the landlord that any notice to end tenancy from a landlord had to be in writing and on the proper Residential Tenancy Branch (RTB) form.

The landlord gave the tenant a second notice to end tenancy using the correct RTB form, a 2 Month Notice to End Tenancy for Landlord's Use of Property (the first 2 Month

Notice) on May 22, 2013, also entered into written evidence for this hearing. In the first 2 Month Notice, the landlord indicated that he had "all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant." On his first 2 Month Notice, the landlord noted that he had attached a document to provide a further explanation of his plans. In that document, the landlord indicated that he had two plans for the rental home. First, he advised that he had decided to demolish the old house and rebuild a new one. He stated that the architect would be designing the new house and applying for permits on August 1, 2013. He also indicated that he hoped to have obtained the permits before December 31, 2013 with a proposed demolition date before the end of February 2014. Second, he stated that he also intended to continue his efforts to sell this property.

After receiving the first 2 Month Notice, the tenants advised the landlord that his attached document clearly indicated that the landlord had not even applied for permits at that time. However, on his 2 Month Notice, the landlord indicated that he had obtained all necessary permits to demolish or repair the building. As such, the tenants informed the landlord that his 2 Month Notice was invalid and that they would be disputing it if he did not withdraw or abandon it.

Since the first 2 Month Notice was clearly invalid, the landlord handed the tenants a second 2 Month Notice on May 28, 2013. This second 2 Month Notice advised the tenants that the landlord required the rental unit because "The rental unit will be occupied by the landlord or the landlord's spouse or a close family member (father, mother, or child) of the landlord or the landlord's spouse." In the attachment the landlord provided to the second 2 Month Notice, he indicated that "My daughter needs this house... because she now has a child." In that attachment, the landlord also reconfirmed earlier assurances to the tenants that if they moved out as early as possible he would still give them "two months rent free ($5,600.00 cdn)."

As the tenants could not identify any flaw in the second 2 Month Notice and on the basis of the landlord's claim at that time that he needed the rental unit for his daughter and her child, the tenants secured alternate accommodations and signed a tenancy agreement with another landlord on June 10, 2013. Pursuant to section 50(1) of the *Act*, the tenants sent the landlord an email notice on June 13, 2013 notifying him of their intention to end their tenancy earlier than the July 31, 2013 effective date to end their tenancy identified on the landlord's second 2 Month Notice. Neither the landlord nor his counsel disputed the female tenant's claim that the landlord received the tenants' June 13, 2013 email and met with the tenants on June 15, 2013, at which time the landlord was clearly aware that the tenants planned to vacate the premises by July 8, 2013.

The female tenant gave undisputed sworn testimony that the landlord told the tenants on June 15, 2013, that he had had changed his mind about having his daughter move into the rental unit and now planned to demolish the existing building and rebuild it. The female tenant said that by that time the tenants had already signed a new residential tenancy agreement with someone else and could not rescind that new tenancy agreement.

The tenants' application for a monetary award of $5,700.00 sought an award of $5,600.00 for an amount equal to two month's rent as they maintained that the landlord did not use the rental unit for the purposes stated in the only valid notice to end tenancy that he issued to them, the 2 Month Notice of May 28, 2013. They also applied for the recovery of their $100.00 filing fee for their application.

The landlord applied for a monetary award of $4,222.58. In a Schedule attached to his application for dispute resolution, the landlord's request for a monetary Order was itemized as follows:

Item	**Amount**
An Amount Equivalent to One Month's Rental Payment	$2,800.00
Unpaid Rent Owing from July 1- 8, 2013 (Pro-Rated at $722.58)	722.58
Repairs to Damaged Room	650.00
Interest (to be determined)	0
Recovery of Filing Fee for this Application	50.00
Total Monetary Order Requested	**$4,222.58**

The landlord's counsel provided written arguments, documents, a receipt for the landlord's return of the security deposit in full plus two month's rent in the amount of $7,209.79 and a statement from an individual (DW) who painted a room on the second floor of this rental home. The landlord maintained that the tenants' attempts to repair this room and remove wallpaper damaged this room and required the landlord's expenditure of $650.00 to have DW repair that room. The landlord's counsel maintained that the damage to this room was the responsibility of the tenants as they signed a provision in their Residential Tenancy Agreement whereby they were to be held responsible for minor repairs.

In the written evidence provided with the landlord's application for dispute resolution, the landlord's counsel provided the following account of the June 2013 meeting between the landlord and the tenants:

...17. During the June 2013 Meeting, Ms. S. (the tenant) advised Mr. L (the landlord) that she would move out of the ... property on July 8, 2013. In addition, Ms. S made the following requests to Mr. L;

(a) She would withhold the Rental Payment for the period starting on July 1 and ending on July 8, 2013.

(b) She would like Mr. L to provide her with an amount equivalent to two months of Rental Payment or $5,600.00 CAD.

18. Although Mr. L was not sure whether Ms. S and Mr. M. (the male tenant) were entitled to withhold the Rental Payment for the period starting on July 1 and ending on July 8, 2013, and whether Ms. S and Mr. M were entitled to an amount equivalent to two months of Rental Payment or $5,600.00 CAD, he relied upon Ms. S's knowledge of the Residential Tenancy Act... and Residential Tenancy Regulation... As such, he told Ms. S that he would tentatively act in accordance with both of her requests in Paragraph 15... (i.e., the agreement to allow his daughter to move into the property).

The landlord's counsel maintained that the landlord informed the tenants at that time that the second 2 Month Notice was no longer in effect and that the first 2 Month Notice "remained valid as to the reason for ending the tenancy." The landlord's counsel claimed in that document that "instead of demolishing and rebuilding the ...property, Mr L would arrange for comprehensive repairs to the ...property, which would require the rental unit to be vacant."

The landlord's counsel stated that these comprehensive repairs undertaken in July 2013 cost $9,000.00 and the property remains listed for sale.

In his written legal argument, the landlord's counsel claimed that the landlord had already paid the tenants two months of rental payments, instead of the one month required under section 51 of the *Act*. The landlord's application for a monetary award of $2,800.00 was to seek a return of one of these month's of rent paid to the tenants as part of the landlord's $7,209.79 payment at the end of the tenancy.

Analysis

While I have turned my mind to all the documentary evidence, including documents, receipts, invoices, miscellaneous letters and e-mails, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the claims and my findings around each are set out below.

I should first note that both tenants provided extensive sworn testimony at this hearing. The landlord's counsel chose not to call the landlord as a witness in these proceedings,

although he expressed a willingness at the commencement of this hearing to act as the landlord's translator when required. Other than a few specific questions I asked of the landlord to clarify my understanding of the issues in dispute, the landlord did not provide any sworn testimony. The only evidence presented on the landlord's behalf were the written and oral arguments presented by the landlord's counsel and the written evidence entered on the landlord's behalf.

Section 45 of the *Act* establishes how a tenant may end a tenancy. Section 45(4) of the *Act* requires that "a notice under this section must comply with section 52 *[form and content of notice to end tenancy]*. Section 52 of the *Act* reads in part as follows:

> *52 In order to be effective, a notice to end tenancy must be in writing and must...*
>
> *(a) be signed and dated by the landlord or tenant giving the notice,*
> *(b) give the address of the rental unit,*
> *(c) state the effective date of the notice,...*
> *(e) when given by a landlord, be in the approved form...*

I find that the landlord's efforts to end this tenancy prior to May 22, 2013 were of no force or effect because, as the tenants noted, they were not provided on the approved Residential Tenancy Branch (RTB) form.

For similar reasons, I advised the parties at the hearing of my decision to reject the assertion presented by the landlord's counsel that there was some form of oral mutual agreement to end this tenancy between the parties. As noted above, any notice to end a tenancy, mutual or otherwise must be in writing. In this regard, I also noted that the RTB has created a standard form for use by landlords and tenants entitled a "Mutual Agreement to End a Tenancy." This form includes the clear statement that "*The landlord and tenant agree in writing to end the tenancy."* As the landlord's counsel admitted that there was no signed mutual agreement to end this tenancy, I find that no such agreement was in place.

I find that the landlord did issue the first 2 Month Notice on the approved RTB form on May 22, 2013. While the landlord completed the first 2 Month Notice on the correct form, he wrote "Please see attached" on that section of the form, and attached a short document in which he identified two plans for the rental property. One of these plans was to demolish the house and build a new house in its place. His second plan was to continue his efforts to sell the house. I find that the tenants were correct in their assertion that the information provided in the landlord's attachment to the first 2 Month Notice very clearly demonstrated that the landlord did not have his permits in place,

and, in fact, had not even designed the new house or applied for permits. His attachment very clearly noted that he did not even expect to obtain the permits he was supposed to have in place in order to issue the 2 Month Notice until the end of 2013, with demolition work to begin before the end of February 2014.

I find undisputed evidence from the tenant that the tenants and the landlord discussed the first 2 Month Notice, which led to the landlord's issuance of the second 2 Month notice on May 28, 2013. By their actions, they both proceeded as if they were in agreement that the first 2 Month Notice was invalid. The tenants did not apply to cancel the 2 Month Notice when they received a second 2 Month Notice stating different reasons on May 28, 2013. The landlord did not attempt to act on the first 2 Month Notice and, in fact, issued the second 2 Month Notice, in apparent recognition that his first 2 Month Notice would be struck down if the tenants applied for dispute resolution to cancel the first 2 Month Notice. I find no merit whatsoever to the assertion made by the landlord's counsel, many months after the fact, that the landlord's subsequent decision to revoke the second 2 Month Notice allowed the landlord to somehow resurrect the first 2 Month Notice. I also find no merit to the attempt by the landlord's counsel to effectively modify the reasons for issuing the first 2 Month Notice from a very clear intention to demolish the rental home as outlined in detail in the attachment to the first 2 Month Notice to conform with the landlord's subsequent decision to undertake repairs to that building.

I find that the actions of the parties confirm that this tenancy ended on the basis of the landlord's second 2 Month Notice. Although I have given consideration to the position taken by the landlord's counsel that the second 2 Month Notice was withdrawn by the actions of the parties, I find in accordance with RTB Policy Guideline 11 that this was not the case. Policy Guideline 11 reads in part as follows;

> *…A landlord or tenant cannot unilaterally withdraw a Notice to End Tenancy. With the consent of the party to whom it is given, but only with his or her consent, a Notice to End Tenancy may be withdrawn or abandoned prior to its effective date. A Notice to End Tenancy can be waived (i.e. withdrawn or abandoned), and a new or continuing tenancy created, only by the express or implied consent of both parties…*

In accordance with the approach outlined in Policy Guideline 11, I find that the tenants' actions did in fact allow the landlord to abandon the first 2 Month Notice because they did not apply to cancel that Notice when the landlord issued a new one on May 28. 2013. I see no such set of facts in place with respect to any agreement by the tenants to consent to a withdrawal or an abandonment of the second 2 Month Notice.

I have also considered the possibility that the tenants' acceptance of a payment equivalent to two month's rent effectively compensated the tenants for the landlord's failure to abide by the terms of the second 2 Month Notice. While the landlord's counsel submitted an interesting and somewhat resourceful explanation for the landlord's reasons for providing the tenants with a monetary payment equivalent to two month's rent, this explanation does not match with other evidence and sworn testimony of the parties. The tenants submitted undisputed emailed evidence and sworn testimony that the landlord had been offering them a cash payment of two month's rent as an incentive to end their tenancy early since April 2013, and never chose to revoke this offer. When I asked the female tenant to explain her understanding of the purpose of the landlord's payment of $5,600.00 to the tenants at the end of their tenancy, she said that the tenants accepted this payment because the landlord had steadfastly offered this incentive to them because he wanted them to leave. In the scant sworn testimony provided by the landlord during this hearing, the landlord testified that he paid the tenants two month's rent because they asked for it.

Analysis - Tenants' Application for a Monetary Award

Section 51 of the *Act* reads in part as follows:

> ***51*** *(1) A tenant who receives a notice to end a tenancy under section 49* [landlord's use of property] *is entitled to receive from the landlord on or before the effective date of the landlord's notice an amount that is the equivalent of one month's rent payable under the tenancy agreement.*
>
> *(1.1) A tenant referred to in subsection (1) may withhold the amount authorized from the last month's rent and, for the purposes of section 50 (2), that amount is deemed to have been paid to the landlord.*

In this case, there is undisputed sworn testimony that the tenants paid their June 2013 rent in full. Thus, they would be entitled to a monetary award of $2,600.00 for the last month of their tenancy pursuant to section 51(1) of the Act.

Section 50(1) of the *Act* allows a tenant who receives a notice to end tenancy for landlord's use of the property (pursuant to section 49 of the *Act*) under these circumstances to end the tenancy early by "giving the landlord at least 10 days' written notice to end the tenancy on a date that is earlier than the effective date of the landlord's notice." Section 50(3) of the *Act* states that "a notice under this section does not affect the tenant's right to compensation under section 51."

Section 51(2) of the *Act* also clearly establishes that any payment made under section 51(1) is separate from and has no bearing on a tenant's ability to claim for a monetary award equivalent to double the monthly rent for a failure to accomplish the stated purpose for ending the tenancy:

> *51(2) In addition to the amount payable under subsection (1), if*
>
> > *(a) steps have not been taken to accomplish the stated purpose for ending the tenancy under section 49 within a reasonable period after the effective date of the notice, or*
> >
> > *(b) the rental unit is not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice,*
>
> *the landlord, or the purchaser, as applicable under section 49, must pay the tenant an amount that is the equivalent of double the monthly rent payable under the tenancy agreement...*

I find that the landlord's decision to pay the tenants in excess of what he was at that time legally required to pay them pursuant to section 51(1) of the *Act* does not prevent the tenants from claiming for what I find to be a proven contravention of section 51(2) of the *Act* by the landlord. I find insufficient evidence to substantiate the claim advanced by the landlord's counsel that the tenants misrepresented the landlord's obligations to compensate them for his issuance of the 2 Month Notice of May 28, 2013.

A landlord operates a business when he or she commits to rent premises to tenants. A landlord should be aware of the consequences of issuing notices to end tenancy, including any monetary awards that might flow from the issuance of these notices. Tenants should not be held responsible for informing a landlord of his rights and obligations under the *Act*. I also find that there is evidence to confirm that the landlord was making offers to pay the tenants the equivalent of two month's rent far in advance of his issuance of notices to end tenancy on the correct RTB forms.

For these reasons, I allow the tenants' application for a monetary award equivalent to two month's rent (i.e., $5,600.00) as I find that the landlord did not take steps to accomplish the purpose stated in his 2 Month Notice of May 28, 2013, the valid notice to end tenancy that formed the basis for the ending of this tenancy. As the tenants have been successful in their application, I allow them to recover their filing fee from the landlord.

Analysis – Landlord's Application for a Monetary Award

For the reasons cited above, I dismiss the landlord's application for a monetary award equivalent to one of the month's rent provided to the tenants as part of the July 12, 2013 cheque in the amount of $7,209.79, which also included a return of the tenants' security deposit.

I have also considered the landlord's application for unpaid rent for the first eight days of July 2013. Although the tenants remained in the rental unit for the first eight days of July 2013, the tenants gave undisputed sworn testimony that the landlord agreed to allow them to remain in the rental unit rent-free for those days partially to enable them to continue with the clean-up of the premises. While the landlord's counsel is correct in noting that the tenants remained in their tenancy beyond a period for which they paid rent for the first eight days of July, it would appear even from the evidence submitted by the landlord's counsel that the landlord gave his "tentative" agreement to allow the tenants to remain in the rental unit for the first eight days of July without paying rent.

I find that the confirmation that the landlord gave his "tentative" agreement to the female tenant's proposal to remain in the rental unit without paying rent for the first eight days of July 2013 reinforces the tenants' sworn testimony and written evidence that the landlord gave them his permission to stay their without paying rent for the final eight days of their tenancy. As was noted earlier in this decision, the landlord was not called as a witness. He provided no direct evidence to refute the tenants' sworn testimony that the landlord had agreed to let them remain in the rental unit for the final eight days without paying rent.

In this case, there is no dispute that this tenancy ended on July 8, 2013, when the tenants yielded vacant possession of the rental unit to the landlord. By any standard, the rent claimed by the landlord for the period from July 1 until July 8, 2013, was within the last month of this tenancy, and within the one month period when the tenants were entitled to remain in the rental unit rent-free. However, there is also evidence that the landlord has already compensated the tenants with a payment to compensate them for the requirement under section 51(1) of the *Act* to allow the equivalent of one month's rent after issuing the 2 Month Notice.

Given that the landlord gave his "tentative" agreement to the female tenant to forego charging rent for the first eight days of July 2013, I have considered the sequence of events that occurred to assess the extent to which the parties proceeded on the basis of the landlord's tentative agreement. Until the tenants received the landlord's cheque for $7,209.79 issued on July 12, 2013, the tenants were not certain that the landlord was planning to abide by the terms of their discussion and his previous commitment

attached to his second 2 Month Notice to provide them with a payment of $5,600.00 equivalent to two month's rent. When they did not pay their rent on July 1, 2013, they were in compliance with the provisions of section 51 of the *Act* as they had not at that time received any payment to them by the landlord to compensate them under section 51(1) of the *Act* for the landlord's issuance of a 2 Month Notice under section 49 of the *Act*. However, shortly after they vacated the rental unit, the landlord included the full $5,600.00 payment he had committed to provide them as part of the tentative agreement they had apparently reached on or about June 15, 2013. He did not at that time reduce this payment by the amount of rent that he considered owing for the first eight days of July, nor did he request any separate payment from them for those final days of their tenancy. In fact, there is no indication whatsoever of any attempt by the landlord to recover unpaid rent for the first eight days of July 2013, until the landlord's counsel acting on the landlord's behalf included this request in the landlord's November 14, 2013 application for dispute resolution, submitted after the tenants notified the landlord of their application for dispute resolution. Based on this sequence of events, I find that until November 14, 2013, no action taken by either party varied from the tenants' claim that the landlord had agreed to let them forego paying rent for the first eight days of July and to pay them the equivalent of two months rent. All of this evidence is consistent with the tenants' claim that the landlord had agreed to these arrangements at the end of their tenancy. I find no merit to the claim advanced by the landlord's counsel four months after the landlord acted on the agreement between the parties that the landlord had only given the tenants his "tentative agreement" to forego charging them rent for the first eight days of July 2013. The landlord's completion of the other terms of the agreement he made with the tenants on June 15, 2013 and his failure to take any action to either reduce rent from his July 12, 2013 payment or seek a monetary award for the recovery of rent for any portion of July 2013 convinces me that the landlord did in fact agree to let the tenants stay in the rental unit for the first eight days of July 2013 without having to pay any rent.

For the above reasons, I dismiss the landlord's claim for a monetary award for unpaid rent for the first eight days of July 2013, without leave to reapply.

I have also considered conflicting testimony and written evidence with respect to the landlord's claim for $650.00 in damage to one of the bedrooms in this rental unit as a result of the tenants' actions.

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove

the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

In cases where there is conflicting evidence as to the condition of the rental unit at the beginning and end of a tenancy, the best evidence is often a signed joint move-in and joint move-out condition inspection report. In this case, the landlord, who is responsible for conducting these inspections and producing these reports was not aware of any such inspections or reports. The tenants gave convincing evidence and testimony that this is an old home that the tenants were involved in repairing and refurbishing during the course of their tenancy. The female tenant testified that the condition of some of the rooms was such that when they attempted to commence repairs, little could be done. Although the landlord provided a written statement from a repair person who did not attend the hearing, I find little in the landlord's evidence or the evidence regarding this home that would lead to the issuance of a monetary award in the landlord's favour for damage arising out of this tenancy. In fact, as was noted above, the landlord has changed his mind frequently between trying to repair the home or demolishing it altogether and replacing it with a new building. Given the evidence before me and on a balance of probabilities, I find that the landlord has not met the test required to demonstrate that the damage was caused by the tenants or that it was beyond what could be termed reasonable wear and tear that could be expected of a rental unit of this age. I dismiss the landlord's application for a monetary award for damage without leave to reapply.

As the landlord has been unsuccessful in this application, I dismiss his application to recover his filing fee from the tenants.

Conclusion

I dismiss the landlord's application without leave to reapply.

I issue a monetary Order in the tenants' favour under the following terms, which allows the tenants to recover losses and damages arising out of this tenancy and their filing fee:

Item	Amount
Tenants' Award Pursuant to Section 51(2) of the *Act* ($2,800.00 x 2 = $5,600.00)	$5,600.00
Recovery of Tenants' Filing Fee	100.00
Total Monetary Order	**$5,700.00**

The tenants are provided with these Orders in the above terms and the landlord must be served with this Order as soon as possible. Should the landlord fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: January 16, 2014

Residential Tenancy Branch