Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, FF, O, MNR

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

- a monetary order for unpaid rent pursuant to section 67;
- authorization to recover her filing fee for this application from the tenant pursuant to section 72; and
- other unspecified remedies.

The tenant applied for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- authorization to recover her filing fee for this application from the landlord pursuant to section 72; and
- other unspecified remedies.

Preliminary Matters- Hearings of November 13, 2013 and February 17, 2014
Both parties attended the teleconference hearings of November 13, 2013 and February 17, 2014, and the in-person hearing at the Burnaby Office of the Residential Tenancy Branch (the RTB) on May 16, 2014 (the final hearing). They were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another.

On November 13, 2013, I commenced hearing applications from both parties. Due primarily to a concern raised by the tenant's counsel that the tenant had not been served with a copy of the landlord's application for dispute resolution, I adjourned that hearing to February 17, 2014. I outlined my reasons for adjourning that hearing in my Interim Decision of November 14, 2013, which I will not describe in this decision.

After receiving simultaneous requests for correction, clarification and review of my Interim Decision from the tenant's counsel on December 4, 2013, I issued an amended Interim Decision and a decision regarding the tenant's counsel's application for correction, clarification and review of the Interim Decision on December 16, 2013. In that amended Interim Decision, I varied the wording of the original Interim Decision, re-emphasizing that the landlord or her counsel were to ensure that the tenant's counsel were to be provided with a copy of the landlord's application for dispute resolution.

On February 17, 2014, when we reconvened and after considerable efforts through my first Interim Decision and amended Interim Decision, we were unfortunately in much the same position on February 17, as was presented when the tenant's counsel first raised this issue on November 13, 2013. As was outlined in my second Interim Decision of February 25, 2014, the tenant's counsel maintained yet again that the landlord or her counsel had failed to include any copy of the landlord's application for dispute resolution. The landlord gave sworn testimony that she included a copy of her application for dispute resolution in the envelope she sealed and sent to the tenant's counsel. I also noted in my Interim Decision #2 of February 25, 2014 that both the landlord and her counsel gave sworn testimony that they did not receive copies of my amended Interim Decision or my decision regarding the request for correction, clarification and review of my Interim Decision of November 13, 2013.

I will not reiterate the contents of my Interim Decision #2. As was indicated during the reconvened hearing of February 17, 2014, I adjourned the hearing once more to an in person hearing at the Burnaby Office of the RTB. Rather than risk the prospect of yet another dispute as to whether copies of the landlord's application or previous decisions had been served by one party to another, I ensured that a copy of the landlord's application for dispute resolution was enclosed in the envelope with Interim Decision #2 sent to the tenant's counsel. To avoid any possible dispute regarding this matter, the RTB sent Interim Decision #2 and the attachment by registered mail, which was deemed served to the tenant's counsel on the fifth day after its registered mailing. Notices of the reconvened hearing were attached with Interim Decision #2 to both parties, and I also ensured that copies of the amended Interim Decision were also included in the package sent to the landlord's counsel.

At the final hearing, neither counsel raised any concerns as to whether they had been properly served with one another's dispute resolution hearing packages and evidence in advance of the final hearing. I am satisfied that service of these documents has occurred in compliance with sections 89(1) and 90 of the *Act*.

Although I encouraged the parties to attempt to resolve this matter before the scheduled reconvened hearing of May 16, 2014, and some discussions did occur between counsel for the parties, no resolution of this matter was achieved.

By the end of the final hearing and after she had given her sworn testimony and responded to questions raised by the landlord's counsel, the tenant's witness became agitated and kept asking to be allowed to tell more of what she knew about this matter. While I permitted her to do so on one occasion, I ended this hearing above her objections as her last interjection had revealed little additional value to my understanding of the issues that were under consideration.

Issues

Is the landlord entitled to a monetary award for unpaid rent? Is the tenant entitled to a monetary award for losses or damages arising out of this tenancy? Should any other orders be issued against either of the parties? Are either of the parties entitled to recover their filing fees from one another?

Background and Evidence

While I have turned my mind to all the documentary evidence, including photographs, diagrams, 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.

On September 1, 2012, the parties signed a one-year fixed term Residential Tenancy Agreement (the Agreement). According to the terms of that Agreement, the tenancy for this coach house was to commence on October 1, 2012 and last until October 1, 2013. Monthly rent was set at $1,400.00, payable in advance on the first of each month, plus utilities.

The parties agreed that the tenant paid a $700.00 security deposit on September 1, 2012, which has subsequently been returned in full to the tenant. Although the tenant's counsel requested the payment of interest on this security deposit, I find that no interest is payable over this time period.

The tenant also gave the landlord a cheque for an additional $700.00 on September 1, 2012, the purpose of which was disputed between the parties. The landlord and her counsel maintained that this cheque was for the tenant's early possession of the rental unit for the last half of September 2012. The landlord's counsel noted that the tenant wrote on this cheque that it was for "Sept. 2012 RENT." The tenant and her counsel

maintained that this cheque was in actuality a “holding fee” required by the landlord in order to keep the rental unit for her until her tenancy was to begin on October 1, 2012.

The parties agreed that the tenant gave the landlord her written notice to end this tenancy by way of a note placed in the landlord’s mail slot on January 31, 2013. In that notice, the tenant advised the landlord that she intended to vacate the rental unit by February 28, 2013. The tenant testified that she physically vacated the rental unit by approximately 4:30 p.m. on February 28, 2013. However, both parties also agreed that the tenant yielded vacant possession of the rental unit and returned her keys to the landlord after ensuring that the carpets in the rental unit were professionally steam cleaned on March 4 or 5, 2013.

The parties agreed that they participated in a joint move-in condition inspection on September 20, 2012. While the landlord did not create a joint move-in condition inspection report as is required by sections 23(4) of the *Act*, this failure to do so had little impact on the issues before me as the parties agreed that the landlord returned the tenant’s security deposit in full. The tenant preparer her own move-in condition inspection report, a photographic copy of which she entered into written evidence.

There were multiple attempts to conduct a joint move-out condition inspection, but neither party was able to come up with a mutually agreed time to do so until March 5, 2013. Once again the landlord did not create a joint move-out condition inspection report as required by the *Act* (section 35(3) and (4) of the *Act*). Again, nothing hinges on this failure to comply with this provision of the *Act* as the landlord returned the tenant’s security deposit to her.

The landlord’s application for a monetary award of $2,100.00 included the following items:

Item	**Amount**
Unpaid Rent March 2013	$1,400.00
Unpaid Rent April 1- 15, 2013 (1/2 month’s rent of $700.00)	700.00
Total Monetary Order Requested	**$2,100.00**

The landlord also sought the recovery of the $50.00 filing fee from the tenant.

The landlord testified that she attempted to re-rent the premises after receiving the tenant’s notice to end her tenancy. She first attempted to find a new tenant through her circle of co-workers and those who attend a weekly exercise class. When those efforts

proved unsuccessful, she started posting advertisements on popular rental websites on February 25, 2013. These efforts proved successful in locating a new tenant who signed a new one-year fixed term Residential Tenancy Agreement on April 5, 2013 to take occupancy on April 15, 2013. The landlord's application sought the recovery of her loss of rent for March and the first half of April 2013.

The tenant's original application for a monetary award was for the recovery of a $700.00 payment to the landlord at the beginning of this tenancy, which she maintained was an illegal "holding fee" requested by the landlord. The tenant and her witness testified that the landlord required this payment as a holding fee. The tenant testified that the landlord told her that other prospective tenants were also interested in the rental unit and that she needed a payment of $700.00 in order to hold the rental unit for the tenant, even though the tenant told her that her existing tenancy did not end until the end of September 2012. The tenant also requested the recovery of the $50.00 filing fee for her application from the landlord.

Although the tenant's counsel failed to make a formal amendment to the tenant's application, he added the cost of a $179.00 carpet cleaning fee incurred by the tenant at the end of this tenancy in his monetary claim. As he entered this request as part of a schedule he entered into written evidence, and the tenant's counsel was clearly aware of this portion of the tenant's request for a monetary award, I have considered this request for the recovery of the tenant's carpet cleaning costs as part of the issues before me. This increases the amount of the tenant's monetary claim to $949.00, including the recovery of the filing fee.

Analysis

Over the course of the 198 minutes of hearings spread over three separate hearings, counsel for both parties went to considerable lengths to introduce levels of complexity to what on the surface was a seemingly straightforward, albeit a hotly disputed, sequence of events. At the May 16, 2014 hearing, counsel for the landlord correctly described this dispute as having the three following basic components:

1. Landlord's application for loss of rent
2. Tenant's claim for recovery of the $700.00 cheque paid on September 1, 2012
3. Tenant's claim for recovery of her professional steam cleaning bill

Landlord's Application for Loss of Rent

Section 7(1) of the *Act* establishes that a tenant who does not comply with the *Act*, the regulations or the tenancy agreement must compensate the landlord for damage or loss that results from that failure to comply. I find that the tenant was in breach of her fixed term tenancy Agreement because she vacated the rental premises prior to the October

1, 2013 date specified in that Agreement. As such, the landlord is entitled to compensation for losses she incurred as a result of the tenant's failure to comply with the terms of their Agreement and the *Act*.

While the tenant said that she had moved her belongings out of the rental home on February 28, 2013, she also entered written evidence and sworn testimony that she did not have everything out of the rental unit by the end of February 2013. At 6:35 p.m. on March 4, 2013, the tenant sent the landlord an email advising that the carpet cleaners had finished their work on the rental home and that she had given the key and remote to the landlord's son. In this email, the tenant also asked for a return of her $700.00 security deposit and her "September 1, 2012 cheque in the amount of $700.00 for rent (holding fee)." The following night, the tenant sent another email maintaining that everything on the rental unit had been removed. At the final hearing, the tenant testified that she returned the key on March 4th or 5th.

There is undisputed evidence that the tenant did not pay any rent for March or April 2013. However, section 7(2) of the *Act* places a responsibility on a landlord claiming compensation for loss resulting from a tenant's non-compliance with the *Act* to do whatever is reasonable to minimize that loss.

In this case, I find that the landlord did not properly discharge her duty to minimize her loss of rent until she advertised the availability of the rental unit on popular rental websites on February 25, 2013. I find that the landlord may have been overly optimistic that her enquiries with co-workers and acquaintances at her weekly exercise class on Tuesdays might lead to the identification of a new tenant for this rental home. While these efforts may have been well-intentioned, I find that such informal measures to re-rent the premises do not meet the test required to demonstrate a proper and sufficient attempt to minimize the tenant's exposure to the landlord's rental losses. For this reason, I find that the landlord did not meet the requirements of section 7(2) of the *Act* from the January 31, 2013 date that she received the tenant's notice to end this tenancy until February 25, 2013, when she finally started taking a more professional and broadly advertised approach to discharging her responsibilities as a landlord.

Since there was an almost one month delay in the landlord taking effective action to reduce the tenant's exposure to rental losses, I find that the only portion of the landlord's claim for unpaid rent owing from March 2013 that the landlord is entitled to receive is that portion of March 2013, when the tenant remained in possession of the rental unit. As noted above, the tenant gave conflicting evidence as to when she yielded vacant possession of the rental unit to the landlord and removed all of her items from the rental property. Based on a balance of probabilities, I find that the landlord had

effective possession of the rental unit as of March 4, 2013. I find that the tenant overheld her tenancy beyond the date of her stated end to the tenancy from March 1, 2013 until March 4, 2013. In accordance with section 57(3) of the *Act*, I thus find that the landlord is entitled to a monetary award of $180.65 (i.e., $1,400.00 x 4/31 = $ 180.65) in overholding rent for the first four days of March 2013. For the reasons outlined above, I dismiss the remainder of the landlord's application for loss of rent owing from March 2013, without leave to reapply, as the landlord has not established that she properly mitigated the tenant's exposure to her rental loss for the remainder of that month.

Based on a balance of probabilities, I find that the landlord's actions in advertising the availability of the rental home on popular rental websites commencing on February 25, 2013 discharged her duty under section 7(2) of the *Act* to mitigate the loss of rent for April 2013. I find that the landlord is eligible to recover her loss of rent for the first half of April 2013. I issue a monetary award of $700.00 to compensate the landlord for her loss of rent for April 2013. In coming to this determination, I have rejected the claim advanced by the tenant's counsel that the landlord's asking rent of $1,500.00 and shortly thereafter $1,450.00 did not represent a genuine attempt to mitigate the tenant's exposure to the landlord's loss of rent. I heard evidence that the landlord's asking rents for the new tenancy were similar to what was originally sought before this tenancy began. The landlord also testified that she had been receiving $1,700.00 from the tenant who lived in this rental home before this tenancy began. Given that the new tenant in this coach house signed a new one-year fixed term Agreement for the same $1,400.00 as was being paid by the tenant, I am satisfied that the landlord made a genuine, albeit delayed attempt to mitigate the loss of rent for April 2013 and did not obtain any windfall profit arising out of the tenant's premature ending of this tenancy.

Tenant's Application to Recover $700.00 Cheque Paid to the Landlord on September 1, 2012

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 tenant to prove on the balance of probabilities that the landlord caused the damages or losses, resulting in the tenant's overpayment of $700.00 to the landlord for an item that was not allowed under the *Act*.

I note with concern that the parties and their witnesses could not even agree on who was present when the original Agreement was signed on September 1, 2012, let alone what was discussed that meeting. The landlord and her adult son acting as her witness gave sworn testimony that the landlord's son was in attendance at the initial meeting with the tenant when the Agreement was signed on September 1, 2012. The tenant and her witness gave sworn testimony that the landlord's son was not present at their September 1, 2012 meeting when the Agreement was signed.

At the May 16, 2014 hearing, I remarked that one or the other of the parties and their respective witnesses were very clearly telling falsehoods under oath as to whether the landlord's son was at the September 1, 2012 meeting when this Agreement was signed. For whatever reason, the parties and their respective counsels seemed to attach considerable significance to whether or not the landlord's son was in attendance at that meeting. Whether two people said that there was no mention of a holding fee by the landlord or whether the landlord alone made this statement, I am still faced with disputed sworn testimony as to what the landlord requested when she asked for a $700.00 cheque on September 1, 2012 for an Agreement that was not to officially commence until October 1, 2012.

Two of the people who gave sworn testimony at the hearing on May 16, 2014 attached such importance to the discussions between the parties on September 1, 2013 that they gave false statements as to whether or not the landlord's son was in attendance when the tenant met the landlord on September 1, 2012. I attach little weight to whether the statements made by the landlord with respect to the $700.00 cheque she received from the tenant on September 1, 2012 were supported by sworn testimony by her son. Whether he was present that day or not, one party gave sworn testimony that the landlord asked for this payment as a holding fee and later asked that the tenant show this as September 2012 rent. The other party, the tenant, supported to an extent by her witness, maintained that the tenant called a friend who was a landlord to check whether a landlord can ask for a holding fee. The landlord, supported by her son whose attendance that day was disputed by the tenant and her counsel, testified that she made no request for a holding fee and that the tenant chose to write that the cheque was for September 2012 rent herself and not at the landlord's prompting. The landlord also testified that the tenant was planning to move into the rental unit gradually over the last half of the month of September which prompted the tenant to agree to pay one-half month's rent for September 2012.

Under such circumstances, it is often very difficult to assess credibility. This becomes critical when there are no written documents to clarify the disputed testimony. However, in this case, I find that there are two very significant pieces of written evidence in place.

When there are signed statements or contracts between the parties, I find that this evidence is of far more significance than any disputed oral testimony of the parties or their witnesses.

There is undisputed written evidence that on September 1, 2012, the parties signed a one-year fixed term Agreement which allowed the tenant to take possession of this coach house on October 1, 2012. Although this Agreement used a standard Residential Tenancy Agreement form issued by the RTB, the terms of the Agreement were handwritten and included a number of additional terms that were introduced apparently by the landlord. While one copy of the Agreement entered into written evidence identified no tenant name, the other copy included the tenant's name, which she appears to have added at the time of the signing of the Agreement. As both copies of the Agreement were signed by both tenants, I accept that the parties agreed to the terms of this tenancy, which included the tenant's provision of a monthly rent payment of $1,400.00 commencing on October 1, 2012.

In addition to the $700.00 security deposit paid by the tenant on September 1, 2012, the parties also entered into written evidence copies of the tenant's cancelled cheque for an additional $700.00. On this cheque, the tenant wrote that it was for "Sept 2012 RENT." The tenant maintained this was the terminology that the landlord requested for this cheque once the tenant determined from her landlord friend whom she called that the "holding fee" requested by the landlord was contrary to the *Act*.

I note that there is no record that the tenant ever attempted to recover this payment until the tenant had vacated the rental unit and yielded possession to the landlord. At that point, the tenant requested the recovery of what she described in her March 4, 2013 email as her cheque "for rent (holding fee)."

Based on a balance of probabilities and after carefully considering the sworn testimony of the parties and their written evidence, particularly the exchange of emails between the parties in September 2012, I find that there is sufficient evidence to conclude that the tenant did in fact take possession of the rental unit and obtain keys to the rental unit on September 20, 2012. I would have expected the landlord to have amended the Agreement if a rent cheque was being issued for a period prior to the commencement date of the Agreement signed that same day. However, it is not unusual that parties agree to allow a tenant to move into a rental unit prior to the scheduled commencement date of a tenancy Agreement. In this case, the tenant wrote on one of the $700.00 cheques to the landlord that her payment was for September 2012 rent. Despite the tenant's claim and that of her witness that this payment was actually for a "holding fee" required by the landlord to allow the tenant to secure this tenancy, I find that there is

ample evidence that the tenant actually did commence the process of moving into the rental unit in September 2012. The tenant testified that she moved into the premises on September 28, 2012. Her September 12, 2012 email to the landlord advised that she was intending to move into the rental unit the following week. The emails exchanged between the parties reveals that the keys were available for the tenant on September 20, 2012, the same date as the tenant prepared her record of the move-in inspection. In this regard, I also note that the tenant's own photograph of the results of her move-in inspection is dated September 20, 2012.

Rather than a "holding fee," I find that the tenant made a rent payment to the landlord for a portion of the month of September 2012. I also find that at the time of the tenant's provision of the payment of $700.00 for September 2012 rent, the tenant anticipated use of the property as of the middle of that month. As the evidence reveals that this did not occur until September 20, 2012, due to a number of delays for which the tenant does not appear to have been responsible, I find that the tenant did not receive the full value of the rental unit for which she had paid rent for the period from September 15, 2012 until September 20, 2012, a period of six days. This entitles the tenant to recover that six-day portion of the rent she paid for September 2012 to the landlord. I thus allow a portion of the tenant's application to obtain a monetary award for the $700.00 payment she made to the landlord for September 2012 rent as I find that there was a loss in value of her tenancy during the period from September15 to 20, 2012. This results in a monetary award in the tenant's favour in the amount of $262.50 ($700.00 x 6/16 = $262.50).

I should also note that the landlord's counsel maintained in his final summary that the *Act* did not explicitly prevent a landlord from charging a "holding fee" to a tenant interested in ensuring that the rental unit remained available on the date when the tenant is able to take occupancy. While no decision on this portion of the position taken by the landlord's counsel seems necessary given my findings as outlined above, I note that the provisions of section 19 and 20 of the *Act* are very clear on the limits to a security deposit that can be required by a landlord at the beginning of a tenancy. Although there is no specific reference to a "holding fee" in the *Act,* there are other provisions that make it clear that landlords cannot create other ways to charge for applications, to process applications or to accept the person as a tenant (section 15 of the *Act*) or to impose extra charges such as a key deposit. If landlords introduce unconscionable terms into an Agreement, section 6(3) of the *Act* establishes that the parties are not bound by such terms.

Tenant's Application to Recover her Professional Carpet Cleaning Costs

At issue is who should be held responsible for the tenant's $179.00 cost to have the carpets in this rental unit professionally cleaned at the end of this tenancy. The tenant gave undisputed evidence that she had the carpets professionally steam cleaned at a cost of $179.00. The tenant entered written evidence that on February 27, 2013, she received the landlord's February 26, 2013 note advising her to "Please steam clean all carpets and thoroughly clean all surfaces in the unit."

The landlord testified that the tenant did not notify her until after she signed the Agreement that she had a dog and planned to keep the dog in the rental unit. The tenant maintained that the landlord knew that she had a dog before she signed the Agreement.

The landlord testified that she had the carpets in this rental house professionally steam cleaned shortly before this tenancy began. She entered into written evidence an undisputed copy of the $145.60 invoice issued to her for carpet cleaning which occurred on September 10, 2012. This invoice from a building maintenance company was marked paid.

The landlord's counsel referred to that portion of RTB Policy Guideline #1, which reads in part as follows:

> *This guideline is intended to clarify the responsibilities of the landlord and tenant regarding maintenance, cleaning, and repairs of residential property and manufactured home parks, and obligations with respect to services and facilities...*
>
> ***CARPETS***
> *1. At the beginning of the tenancy the landlord is expected to provide the tenant with clean carpets in a reasonable state of repair...*
>
> *4. The tenant may be expected to steam clean or shampoo the carpets at the end of a tenancy, regardless of the length of tenancy, if he or she, or another occupant, has had pets which were not caged or if he or she smoked in the premises...*

The landlord's counsel maintained that the landlord's request for steam cleaning of the carpets at the end of this tenancy was made in accordance with the above guideline since the tenant kept her dog in the rental unit.

At the final hearing, the tenant testified that the carpets in the rental unit did not appear clean when she took occupancy of the rental unit. While the landlord did not create a

joint move-in condition inspection report, the tenant did enter into written evidence a photograph of her holding the move-in condition report that she (the tenant) prepared after she took occupancy of the rental unit. This document, dated September 20, 2012, makes reference to 14 or 15 deficiencies that were apparent from the joint move-in inspection that occurred that day. During the hearing, the tenant confirmed that there was no reference to any problem with the condition of the carpets in her September 20, 2012 inspection report.

There was no specific reference in either the Agreement or in any signed Addendum to that Agreement requiring the tenant to have the carpets professionally steam cleaned at the end of this tenancy. However, as was noted by the landlord's counsel, RTB Policy Guideline 1 establishes the expectation that a tenant would have the carpets steam cleaned if the tenant kept a dog in the rental home. As there is undisputed evidence that the tenant did keep a dog in the premises, the tenant would be expected to steam clean the carpets at the end of her tenancy, unless she could demonstrate that the carpets had not been cleaned before she took possession of the rental unit. I find that the tenant's own written evidence in the form of her September 20, 2012 list of deficiencies identified at the beginning of her tenancy calls into serious question her claim and that of her witness that the carpets were not clean at the beginning of this tenancy. In addition, the landlord has provided a copy of a paid invoice confirming that she had the carpets professionally cleaned a few days before this tenancy began.

Based on the sworn testimony and written evidence before me and after giving particular regard to RTB Policy Guideline 1 and the landlord's invoice for carpet cleaning that occurred shortly before the tenant took possession of the rental unit, I find no basis to grant the tenant a monetary award to recover her costs of having the rental unit professionally steam cleaned. I dismiss this portion of the tenant's claim without leave to reapply.

As both parties have been partially successful in their applications, I make no order with respect to the recovery of the parties' filing fees. Both parties assume these costs.

Conclusion

I issue a monetary Order in the landlord's favour under the following terms, which allows the landlord to recover unpaid rent, less the monetary award issued to the tenant for overpaid rent from September 2012:

Item	Amount
Landlord's Eligibility for Unpaid Rent for March 2013 Resulting from Tenant's Overholding	$180.65
Unpaid Rent April 1- 15, 2013 (1/2 month's rent of $700.00)	700.00
Less Tenant's Overpayment of Rent for September 2012	-262.50
Total Monetary Order	**$618.15**

The landlord is provided with these Orders in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant 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.

I dismiss all other portions of the parties' applications 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: May 20, 2014

Residential Tenancy Branch