



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, MNDL-S, MNRL-S, FFL

Introduction

This teleconference hearing was scheduled in response to an application by the Landlord under the *Residential Tenancy Act* (the “Act”) for monetary compensation, compensation for damages, compensation for unpaid rent, to retain the security deposit towards compensation owed, and for the recovery of the filing fee paid for the Application for Dispute Resolution.

The hearing was initially scheduled for July 5, 2019 and as additional time was needed, the hearing was adjourned and reconvened on September 6, 2019. An interim decision was issued on July 8, 2019 and should be read in conjunction with this decision.

An agent for the Landlord (the “Landlord”) and both Tenants were present for the teleconference hearing on both July 5, 2019 and September 6, 2019. The parties confirmed service and receipt of the Notice of Dispute Resolution Proceeding package and a copy of the other party’s evidence at the initial hearing. Neither party brought up any issues regarding service during either of the hearing dates.

The parties were affirmed to be truthful in their testimony and were provided the opportunity to present testimony and evidence and question the other party during both teleconference hearing dates.

Issues to be Decided

Is the Landlord entitled to monetary compensation?

Is the Landlord entitled to compensation for damages?

Is the Landlord entitled to compensation for unpaid rent?

Should the Landlord be authorized to retain the security deposit towards compensation owed?

Should the Landlord be awarded the recovery of the filing fee paid for the Application for Dispute Resolution?

Background and Evidence

While I have considered the relevant documentary evidence and testimony of both parties, not all details of the submissions are reproduced here.

The parties were in agreement as to the details of the tenancy which were confirmed by the tenancy agreement submitted into evidence. The tenancy started on July 1, 2017. Rent in the amount of \$3,000.00 was due on the first day of each month. The Tenants paid a security deposit of \$1,500.00 of which the Landlord still holds.

The Landlord stated that the tenancy ended on March 2, 2019. The Tenants agreed that a move-out inspection was completed on March 2, 2019 but stated that they moved out on March 1, 2019.

The Landlord referenced a previous decision in which they were granted an Order of Possession on a One Month Notice. The file numbers for the previous hearing and decision dated February 13, 2019 are included on the front page of this decision. The decision granted the Landlord an Order of Possession effective February 28, 2019 at 1:00 pm and also awarded the \$100.00 filing fee to the Landlord through a Monetary Order.

The Landlord has applied for total compensation in the amount of \$5,178.54. This includes the \$100.00 filing fee from the previous dispute resolution proceeding referenced above which the Landlord stated was not paid and was withheld from the security deposit instead.

The Landlord has also claimed \$335.28 for the outstanding gas utility bill for the period of January to March 2019. The Landlord referenced the tenancy agreement which does not state that gas is included in the rent.

The Landlord submitted a copy of the gas bill dated February 7, 2019 in the amount of \$335.28 and for the address of the rental unit. He stated that there was an issue with the gas meter so the gas company had the Landlord connect the account to his name and then bill the Tenants.

The Tenants stated that they are not sure why the bill was put into the Landlord's name as they were paying the gas bill prior to January 2019. They stated that they are up to date on their utility payments and if they still owed this amount it would be showing on their current account. The Tenants questioned whether it was a duplicate bill. In the Tenants' written submissions submitted as evidence, they indicate that the bill was for a period of time after they moved out.

The Landlord is also seeking \$1,459.81 for water and sewer costs from the city. The Landlord noted that the unpaid bills date back to February 2018. The tenancy agreement indicates that sewage and water are not included in the rent.

The Landlord also submitted copies of letters to the Tenant from the city, dated August 14, 2018, October 10, 2018, and December 10, 2018 which all advise the Tenant that there is an outstanding amount owing to the city for utilities. A copy of a bill from the city dated February 6, 2019 states an amount of \$212.65 owing. The billing period on this bill is noted as December 6, 2018 to February 5, 2019.

The Landlord testified that the amount owing is \$1,247.16 as well as the amount of \$212.65 for a total of \$1,459.81. The Landlord also submitted previous utility bills that show the running total owing as the outstanding amount. On the bill dated February 6, 2019, an amount of \$1,247.16 is listed as transferred to tax arrears plus an amount of \$212.65 now owing. On the bill it is noted that the amount transferred to tax arrears must be paid to the property tax account. The Landlord confirmed that the entire amount of \$1,459.81 remains outstanding.

The Tenants stated that they never agreed to pay water and sewer costs and were of the understanding that this was always the Landlord's responsibility. The Tenants stated that these are basic services that should be provided through a tenancy. In their written submissions the Tenants referenced the tenancy agreement which they state their position that the tenancy agreement notes that these utilities are provided by the Landlord.

The Tenants also noted that one of them was away during the signing of the tenancy agreement. They stated that a landlord is only legally allowed to charge for water consumption and no additional costs.

The Landlord stated that there was no discussion of water being included in the rent and that it is noted in three locations on the tenancy agreement that it is not included.

The Landlord has claimed \$420.00 for the cost of junk removal. They submitted an invoice dated March 19, 2019 in the amount of \$420.00. On the invoice it is noted that the costs were for junk removal of an entertainment centre, cardboard, sandbags, wood, recycling and yard waste bins, as well as emptying of the garbage and removal of filing cabinet.

The Landlord testified that when he attended the rental unit on March 2, 2019 for the move-out inspection, there were still a number of items left outside that needed to be hauled away as well as the Tenants' belongings that had been left in the garage.

The Landlord submitted a copy of the Condition Inspection Report that was signed June 12, 2017 at move-in and on March 2, 2019 at move-out. One of the Tenants signed on March 2, 2019 stating that they do not agree that the report fairly represents the condition of the rental unit. The report notes some deductions from the security deposit, but mostly states "to be determined" with no final deduction amount calculated. The Landlord confirmed that the Tenant participated in the move-in and move-out inspection and that no deductions were agreed upon at the time of move out. On the report, it is also written that the Tenants' belongings have not been removed from the property with items left in the garage.

The Landlord stated that the items left both inside and outside of the rental unit were removed on March 9, 2019 with the invoice received on March 19, 2019.

The Tenants stated that there were a large number of items in the garage and outside when they moved in. They referenced an email they sent to the Landlord after moving in and submitted a copy into evidence. The email dated July 16, 2019 is regarding the deficiencies that the Tenants became aware of after moving in. In the email the Tenants note that there are items left behind in the storage and garage areas included file cabinets, television stand, a broken BBQ and other items. Regarding the outside area of the rental unit, in the email the Tenants note that there are cardboard and construction

materials outside as well as sandbags which the Tenants indicated they will move into the garage for storage.

The Tenants stated that anything left behind was because it was there when they moved in.

The Landlord stated that he had not seen the email from the Tenants before which would be why there was no response. He confirmed that all items left behind were from the Tenants.

The Tenants also referenced witness statements submitted in their evidence. In a letter dated June 20, 2019, the witness states that they were present on the move-out date and that the Landlord had allowed the Tenant extra days to move out while storing some items in the garage. The witnesses also note that the Landlord walked around the property and stated that it looked good and the only charge may be utility bills when they are received.

The Tenants also submitted a witness letter dated June 24, 2019 is from a cleaner who was hired to clean the rental unit on March 1, 2019. The witness writes that the property was clean when she left and that no damage was seen on walls, screens, windows or light fixtures.

The Tenants stated that the Landlord rushed them during the move-out inspection and made them check off "no" regarding whether all belongings were removed. They stated that the only items left behind were Christmas lights on the home and a planter outside, both of which were unable to be removed due to the time and year and weather.

The Landlord is also seeking \$870.93 for overholding of the rental unit for a period of 9 days. He stated that this was calculated at \$96.77 per day and is being charged for 9 days due to the junk removal not occurring until March 9, 2019.

The Tenants stated that they were never contacted that anything was left behind after they moved out of the rental unit and were not provided access to the property beyond March 2, 2019. They stated that they paid rent for February 2019 and on March 2, 2019 the keys were returned, and locks changed.

The Landlord stated that the Tenants were required to vacate by February 28, 2019. The Landlord also noted that the Tenants has the garage door code to enter to remove remaining items.

The Tenants stated that they were delayed in moving due to the moving company not showing up as scheduled and that they were told to be out by March 1, 2019. They further testified that all remaining items were moved into the garage by March 1, 2019 as they had permission to do so.

The Landlord is also seeking \$250.00 for replacement of a missing stove in the downstairs area of the rental unit. He stated that the tenancy was ended through a dispute resolution application on a One Month Notice to End Tenancy for Cause due to the Tenants illegally renting the basement of the home. He stated that there was a stove in the basement at the start of the tenancy which had been removed by the end of the tenancy. The Landlord submitted a sales receipt dated April 5, 2019 which shows a charge of \$250.00 for a white range. He noted that they purchased a stove that was similar to the one that was missing.

The Tenants stated that the stove, dishwasher and fridge were not functional when the tenancy started, and they contacted the Landlord regarding this. They stated that as the stove in the basement unit was not functional, they removed it and that they replaced the fridge themselves. The Tenants also questioned whether the receipt provided by the Landlord is fraudulent as they noted that items were added to the receipt.

The Tenants also referenced photos submitted into evidence showing that the rental unit is currently for sale. They stated their position that the Landlord is intending to have the Tenants pay for renovations that will help with the sale of the home and noted that there is no stove in the photos. In the photos, they submitted a photo of the basement area of the rental unit which they state has now been made into a legal suite. The Tenants stated that the photos were taken on June 15, 2019 and show only a fridge with no stove in the basement area.

The Landlord stated his position that the stove was working as the Tenants had other people residing in the basement unit of the property.

The Landlord has claimed \$45.00 for the cost of removing the Christmas lights that were left behind. They submitted an invoice dated May 16, 2019 from a renovation

company which outlines a total cost of \$1,639.99. The invoice provides a breakdown of costs which includes one hour to remove Christmas lights at a cost of \$45.00 per hour.

The Tenants stated that they requested to remove the lights themselves but were denied access to do so. They noted that they were unable to remove them at the time of move-out as it was icy and snowy so had requested to remove them in the spring. The Tenants questioned why they should pay when they could have removed the lights themselves.

The Landlord has claimed \$325.00 for the cost of prepping and painting the staircase and referenced the move-out report which notes some holes and wear, although holes and wear were also noted at move-in. The renovation company invoice from May 16, 2019 indicates a charge of \$325.99 for prepping and painting the staircase wall.

The Tenants stated that they noticed patchy work on the stairs at move-in which was noted on the move-in inspection. They also referenced the email of July 16, 2019 in which they advised the Landlord of the issues and never heard back. In the email the Tenants reference poor patch and paintwork throughout the rental unit, including the stairs.

The Landlord has also claimed \$250.00 for replacement of a damaged door. This cost was noted on the renovation invoice as removal and replacement of solid entry door in basement, however the Landlord noted that this was an error as it was the bathroom door not the entry door. The Landlord testified that the door was damaged by the Tenants when they moved it and was never fixed despite the Tenants saying they would.

The Tenants stated that the door was not damaged when they moved in and noted that it was not listed on the move-in inspection. They also stated that other than the invoice the Landlord did not provide any evidence of the damage to the door and that they believe this is an example of the Landlord attempting to have renovations completed to sell the home.

The Landlord referenced the move-out inspection which states that the bathroom door is to be replaced. The Tenants stated that the report was filled out before the Tenant was present to do the walkthrough and noted that the basement entry door was damaged upon moving in. The Tenants referenced their witness letters in stating that there was no damage to the rental unit upon move out.

Along with the door repair, the Landlord is seeking \$135.00 for drywall repair in the master bedroom. This was noted on the renovation invoice dated May 16, 2019 as repairing and painting two rips in the drywall from a picture hanger in the bedroom as well as a towel holder in the master bathroom.

The Tenants stated that they used Command strips instead of nails to hang photos to avoid holes. They stated that there was a painting above the bed that was attached with these strips which the Landlord ripped off at the move-out inspection. As such, the Tenants stated that some paint came off with the strip but noted that no drywall was damaged.

The Landlord is claiming \$225.00 for the cost of replacing a broken pendant light in the kitchen. He stated that the light could not be repaired and therefore had to be replaced. As they couldn't find a match to the other pendant light above the kitchen island, two new lights had to be purchased for a cost of \$225.00 as noted on the May 16, 2019 invoice.

A receipt for the purchase of the lights was also included dated May 11, 2019 for the amount of \$135.51, which was part of the total charge of \$225.00 including installation. The Landlord stated that the arm of the light that extends to the ceiling was broken and that the photo submitted by the Tenants does not show the damaged area.

The Landlord referenced the move-out inspection which notes that the pendant light is to be repaired.

The Tenants stated that the light was not damaged and instead that the extendable arm was unscrewed which changed the height of the light. They noted that this could have been adjusted back easily.

The Landlord has claimed \$59.99 for replacement of a torn window screen in the basement as indicated on the move-out inspection report. The Landlord stated that the Tenants rented the basement of the home to a couple with pets which may have been how the damage was caused. He stated that the screen was not damaged at the start of the tenancy.

The invoice dated May 16, 2019 states a material cost of \$14.99 along with labour costs for installation for a total of \$59.99.

The Tenant stated that there was no damage to the screen and that this was not mentioned at the move-out inspection. They stated that the damage may have been caused after they moved out. They did admit that damage may have been caused by the people living in the basement but that it was never noticed during the inspections.

The Landlord is seeking \$300.00 for cleaning of the basement and garage, as well as \$257.25 for cleaning of the carpets in the rental unit. An invoice was submitted into evidence by the Landlord and although difficult to read due to the poor-quality copy, seems to be dated June 3, 2019 for an amount of \$300.00. A copy of a carpet cleaning invoice was also provided in the amount of \$257.25 and the date of this invoice is not legible. The Landlord stated that the cleaning included cleaning of window sills, freezer and the basement floor.

The Tenants questioned the receipt for cleaning provided by the Landlord as it is typed out and does not appear as an official receipt. The Tenants referenced the statement from their cleaner who they hired to clean the rental unit on March 1, 2019. The Tenants also submitted 31 photos of the rental unit which they stated were taken upon move out including photos of bathrooms, living room, upstairs and downstairs kitchens, entryway, bedrooms, and other areas of the rental unit. They also submitted photos to show the condition of the rental unit during the tenancy.

The Tenants also questioned the date of the cleaning invoice as they stated their position that the Landlord had the cleaning completed following renovations.

Regarding the claim for carpet cleaning, the Tenants stated that the invoice provided by the Landlord is a quote only. They stated that they had the carpets cleaned at move-in and move-out and referenced invoices submitted in their evidence. The Tenants stated that they also had the carpets cleaned once per year during the tenancy.

The Tenants provided a copy of an invoice dated February 25, 2019 for carpet cleaning in 5 rooms plus the hall and suite in the amount of \$299.98. They also submitted another carpet cleaning invoice dated July 24, 2017 in the amount of \$621.48 which included upholstery cleaning.

The Landlord stated that he is no longer an agent for the property and therefore unaware of what happened with a possible sale of the home or renovations following the end of the tenancy.

Lastly, the Landlord has claimed \$145.28 for replacement of three broken blinds. He submitted a copy of online information for a new blind kit in the amount of \$53.42, as well as online information for 3 cordless white blinds in the amount of \$30.62 each for a total of \$145.28. The Landlord was unsure as to how old the blinds were at the start of the tenancy as they were already in the property when it was purchased. He also noted that the broken blinds were indicated on the move-out inspection.

The Tenants stated that the blinds were in old, poor condition at the start of the tenancy and were likely installed when the house was new. They also noted that the Landlord provided online quotes only and no actual receipts for purchase. The Tenants also referenced the email to the Landlord regarding deficiencies dated July 16, 2017 in which they note that many of the windows are missing blinds or have damaged blinds.

The parties agreed that the Tenants' forwarding address was provided on the move-out inspection on March 2, 2019.

Analysis

As the Landlord has applied for compensation, I refer to Section 7 of the *Act* which states the following:

- 7 (1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.
- (2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Residential Tenancy Policy Guideline 16: Compensation for Damage or Loss provides further clarification on determining if compensation is due through a four-part test as follows:

- a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
- loss or damage has resulted from this non-compliance;

- the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
- the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

Based on the testimony and evidence before me for each of the Landlord's claims, I find as follows:

The Landlord claimed the \$100.00 filing fee from a previous dispute resolution proceeding. However, the Landlord stated that this amount was awarded and as it has not been paid, it was retained from the security deposit. As such, I find that a decision was already made on the filing fee and I am unable to award this amount again. Instead, I accept the testimony of the Landlord that the \$100.00 was retained from the security deposit which I find they were entitled to withhold as per Section 38(3) of the *Act* as follows:

(3) A landlord may retain from a security deposit or a pet damage deposit an amount that

- (a) the director has previously ordered the tenant to pay to the landlord, and
- (b) at the end of the tenancy remains unpaid.

Therefore, I decline to award this amount again, but accept that the security deposit is now \$1,400.00.

Regarding the utility bills, I accept the evidence before me that shows that the Tenants were responsible for the gas costs as well as sewer and water charges. While the Tenants questioned their responsibility for these costs, I find that the tenancy agreement clearly states that these costs are not included in the monthly rent amount. I also do not find a provision under the *Act* which states that a landlord must pay sewer and water as claimed by the Tenants.

I find the submission of the invoices to be compelling evidence as to the amounts owed and do not find any evidence that these amounts were already paid by the Tenants. I also note that as the Landlord submitted multiple letters from the city addressed to one of the Tenants, that the Tenants were notified of the outstanding water and sewer bills during the tenancy and were therefore should have reasonably been aware of their responsibility for these utilities.

Accordingly, I award the Landlord \$335.28 for the gas bill and \$1,459.81 for the water and sewer bills as claimed. I also note that the Tenants did not dispute the amount of either bill, just their responsibility for paying these utilities.

I decline to award any compensation for junk removal. While the Landlord submitted an invoice for the junk removal, the Tenants argued that the items left behind were not theirs. Upon review of the email from the Tenants from when they moved into the rental unit, I find that they referenced some of the same items as noted on the junk removal invoice, such as sandbags and filing cabinets that were present at the property at move-in.

Although the Landlord stated that he never received this email, it does seem to be addressed to property management. I also note that as stated by rule 6.6 of the *Residential Tenancy Branch Rules of Procedure*, that the onus to prove a claim, on a balance of probabilities, is on the party making the claim. Therefore, in this matter the Landlord has the burden of proof. In the absence of further evidence regarding the items left behind, such as photos, or communication with the Tenants to remove the items, I find that am not satisfied that the Tenants should be responsible for this cost. Furthermore, as stated, I find that the Tenants' email brings into question whether these items were theirs.

The Landlord has claimed 9 days of overholding due to the time it took to remove the remaining items from the home. However, as stated above, I am not satisfied that the items left behind were the Tenants due to insufficient evidence. Therefore, I decline to award 9 days of rent. However, I do accept the evidence before me that the Tenants vacated the property on March 2, 2019, the date of the move-out inspection and that this was beyond when the Tenants were supposed to move out based on a previous dispute resolution decision received by the Landlord.

Although the Tenants stated that they were provided until March 1, 2019 to move and also that there were delays due to the moving company, I do not find sufficient evidence to establish that the Tenants were allowed to have possession of the rental unit for an additional two days without compensating the Landlord.

Therefore, I find that the Tenants overheld the rental unit for 2 days and thus owe the Landlord \$193.54 for those days, as calculated at a pro-rated amount of \$96.77 per day.

The Landlord claimed \$250.00 for the cost of a replacement stove. The Tenants did not dispute that they disposed of the stove in the basement due to it not working. As such, I find that they are responsible for the cost of replacing the stove. As stated in Section 37 of the *Act*, a tenant must leave the rental unit reasonably clean and undamaged at the end of the tenancy and by removing an item that was provided at the start of the tenancy, I find that the Tenants were in breach of this section.

While the Tenants questioned the legitimacy of the invoice for the stove purchase, I have no reason to question the invoice and instead find that \$250.00 is a reasonable amount for a replacement stove. I also note that the photos referenced by the Tenants in which the stove is not visible does not mean that the Landlord did not purchase the stove as stated. As the Tenants admitted to the missing stove, I find that the Landlord is entitled to the replacement costs and therefore award the amount of \$250.00 to the Landlord.

I also find that the Landlord is entitled to \$45.00 for the cost of removing the Christmas lights. The Tenants agreed that they were left on the rental unit at the end of the tenancy and although they stated their intent to come back to remove them in the warmer months, I find it reasonable that the Landlord would deny access once the tenancy has ended. I accept the evidence before me that establishes that the lights were removed for a cost of \$45.00 and therefore award this amount to the Landlord.

Regarding the staircase repairs, door replacement, drywall repair, light replacement, and window screen replacement, I decline to award any compensation for these claims. While the Landlord submitted the Condition Inspection Report and invoices/receipts as evidence, I am not satisfied that the damages occurred during the tenancy.

A Condition Inspection Report is evidence of the condition of the rental unit at the start and end of the tenancy, as agreed upon by the parties. However, I accept that the Tenants were not in agreement as to the report at the time of move-out as indicated on the move-out inspection and as confirmed by the Tenants. Therefore, I do not find this report to be reliable evidence and look to additional evidence to support the Landlord's claims.

However, I find that the Landlord did not submit sufficient additional evidence to establish that the damages occurred during the tenancy, such as photos taken at the time of move-out that would support the information provided on the move-out report. Therefore, I do not find that the Landlord has met the burden of proof regarding these

claims and I decline to award compensation. These claims are dismissed, without leave to reapply.

Regarding the claims for cleaning and carpet cleaning, I also decline to award any compensation. While the Landlord submitted invoices, the Tenants submitted a witness letter from a cleaner stating that the unit was cleaned on March 1, 2019 and an invoice for carpet cleaning conducted at the end of the tenancy. Again, in the absence of further evidence that would determine that the cleaning was not completed or was not completed effectively, I am not satisfied that the Tenants were in breach or Section 37 of the *Act* regarding leaving the rental unit clean. I also question the Tenants' responsibility for the cleaning which took place months after the tenancy ended. This claim is dismissed, without leave to reapply.

As for the replacement of the blinds, again I am not satisfied that any damage to the blinds occurred during the tenancy. The Tenants referenced evidence that the blinds were in poor condition at the start of the tenancy and I fail to find sufficient evidence from the Landlord to establish their claim that they were damaged during the tenancy.

I also note that in accordance with *Residential Tenancy Policy Guideline 40*, the useful life of blinds/drapes is 10 years. The Landlord was unsure as to the age of the blinds and therefore it is difficult to determine whether they were still within their useful life expectancy. Regardless, I do not find that the Landlord met the burden of proof in establishing that damage to the blinds occurred during the tenancy. This claim is dismissed, without leave to reapply.

Regarding the security deposit, I refer to Section 38(1) of the *Act* which states that a landlord has 15 days from the later date of the end of tenancy or the day the forwarding address is provided in writing to return the deposit or file a claim against it.

I find that the tenancy ended on March 2, 2019, the same day that the Tenants provided their forwarding address on the Condition Inspection Report. As the Landlord filed the Application for Dispute Resolution on March 15, 2019, I find that he applied within the timeline provided by the *Act* and therefore was in compliance with Section 38(1). As such, I find that Section 38(6) of the *Act* does not apply, and the Landlord does not owe the Tenants double the deposit. Instead, the Landlord may retain the remaining security deposit towards compensation owed as outlined below.

As the Landlord was partially successful with the application, pursuant to Section 72 of the *Act*, I award the recovery of the filing fee paid for the application in the amount of \$100.00. The Landlord is awarded a Monetary Order as follows:

Utility bill – gas	\$335.28
Utility bill – water and sewer	\$1,459.81
Overholding March 1 & 2, 2019	\$193.54
Stove replacement	\$250.00
Christmas light removal	\$45.00
Recovery of filing fee	\$100.00
<i>Less remaining security deposit</i>	<i>(\$1,400.00)</i>
Total owing to Landlord	\$983.63

Conclusion

Pursuant to Sections 67 and 72 of the *Act*, I grant the Landlord a **Monetary Order** in the amount of **\$983.63** as outlined above. The Landlord is provided with this Order in the above terms and the Tenants must be served with this Order as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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

Dated: October 3, 2019

Residential Tenancy Branch