Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NOQUITS PROPERTY MANAGEMENT SERVICES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDCT, FFT, MNRL-S, MNDL-S, MNDCL-S, FFL

Introduction

This hearing involved cross applications made by the parties. On May 29, 2019, the Tenants made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the "*Act*"), seeking a return of their security deposit pursuant to Section 38 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On July 27, 2019, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Act*, seeking to apply the security deposit towards these debts pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

These Applications were set down for a hearing on September 12, 2019 and were subsequently adjourned multiple times as there was not enough time to complete the hearing initially. These Applications were set down for a final, adjourned hearing on March 2, 2020 at 9:30 AM.

Both the Tenants attended the final, adjourned hearing with D.R. attending as their advocate. The Landlord attended the final, adjourned hearing as well. All parties provided a solemn affirmation.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Are the Tenants entitled to a return of double the security deposit?
- Are the Tenants entitled to a Monetary Order for compensation?
- Are the Tenants entitled to recover the filing fee?

- Is the Landlord entitled to a Monetary Order for compensation?
- Is the Landlord entitled to apply the security deposit towards these debts?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on September 2, 2018 and ended when the Tenants gave up vacant possession of the rental unit on January 31, 2019. Rent was established at $1,720.00 per month, due on the first day of each month. A security deposit of $860.00 was also paid. A signed copy of the tenancy agreement was submitted as documentary evidence.

All parties agreed that a forwarding address in writing was received by the Landlord on February 7, 2019.

The Tenants advised that they notified the Landlord about mould concerns in the rental unit on November 7, 2018 and followed up by phone on November 15, 2018 about additional mould issues in a storage room. They were advised to wipe moisture from window sills and clean the windows regularly, and they were provided with a list of instructions to mitigate this condensation due to normal living conditions. This mould would return three to four days after they cleaned per these instructions. They provided the Landlord with pictures of the mould issues and the Landlord hired a property manager, who was provided with the documentation of the issues and who had inspected the rental unit with the Tenants. The Tenants hired a mould expert to conduct an inspection on November 22, 2018, which revealed that toxic mould was detected and had been present for a significant amount of time. This Report (the “Report”) was provided to the property manager that day and he was informed that Tenant A.M. was severely allergic to the toxic mould identified, although no medical documentation was provided to corroborate this. Over the next three weeks, following the suggestion in the mould Report, the property manager contacted two mould remediation companies to assess the repair, and one company declined this job as it was beyond the scope of their business. Throughout this time, he was notified by the Tenants of their increasing health issues and that there was also a safety concern with water leaks from the roof into the electrical box room.

On December 14, 2018, the Tenants were notified that this remediation would start on January 2, 2019 and that the affected areas in the Report would be addressed. On January 4, 2019, a walkthrough of the rental unit was conducted reviewing the remediation work completed and Tenant A.M. noted several deficiencies that remained. On January 14, 2019, Tenant J.M. contacted the property manager advising him of

health concerns three weeks prior to the remediation that were still ongoing, and she requested reassurance that the rental unit was safe to occupy because the odour of mould was still prevalent. As well, the Tenants requested compensation for the equipment required to remediate the issues and to mitigate any future issues, as well as compensation because J.M. can no longer sleep in her room. The property manager responded on January 17, 2019 that work has been completed to remediate the issues per the Report and ongoing relevant repairs would be conducted; however, the Tenants advised that they would be seeking alternate accommodations until the rental unit is deemed safe to occupy. A.M. requested a post-remediation air quality test; however, the property manager again reiterated that the required repairs pursuant to the Report have been resolved.

On January 21, 2019, A.M. sent a demand letter to the Landlord requesting seven "necessities to be completed by January 28, 2019", and if these are not completed, they will be ending their tenancy as of January 31, 2019 citing a breach of a material term. The property manager replied on January 23, 2019 advising that only the Landlord could authorize consideration of these requests; however, alternatives were suggested should the Tenants want to end their tenancy. As the Tenants' requests were not met, they hired an environmental company to perform an air quality test (the "Test") on January 29, 2019. On January 30, 2019, the Tenants provided the Landlord with a copy of the Test and informed him that they would be ending the tenancy at 1:00 PM on January 31, 2019. In addition, they questioned when the move-out inspection would be conducted. The property manager acknowledged this email and their desire to end the tenancy; however, a move-out date was not discussed.

On January 31, 2019, the Tenants disposed of a majority of their belongings due to mould related damage, they gave up vacant possession of the rental unit by returning the keys, and they advised that they are waiting for a move-out inspection date. Multiple emails were sent to the Landlord with their forwarding address; however, they sent their forwarding address in writing to the Landlord via registered mail on February 7, 2019.

The Landlord described the property and advised that there were never any previous issues reported with respect to any water ingress or mould issues. He stated that the Tenants advised him of moisture on the window sills and walls in September 2019 and he advised them about their responsibility to clean the walls and wipe away excess moisture from the window sills. They advised him that they would purchase a dehumidifier and as he did not hear from them again, he assumed that there was no longer a problem. In November, the Tenants contacted him again about the mould issues and sent him pictures of the condensation in the storage room, so he reminded them that the area needs to be properly ventilated. He hired a property manager on November 15, 2019 who inspected the rental unit with the Tenants and reported back that there "appeared to be high humidity in the rental unit".

He acknowledged the Tenants advising him that they paid for the Report, and when he reviewed it, he noted that there was a small to moderate sign of mould observed, that

the bathroom fan was not operating which contributed to the moisture issue, that the fans in the rental unit should be utilized often, that there was excess humidity detected but no signs of historical water ingress, and that the minor mould under the bathroom sink was dry and inactive. He stated that due to the Christmas season, he was unable to have the remediation company assess the rental unit until December 10, 2019 where they discovered mold, water leaking down the walls in the storage room due to condensation from not being wiped, a damaged electrical panel, and damaged flooring. The remediation work was completed in early January and a walkthrough was conducted with the Tenants on January 5, 2019 of the completed repairs.

In February 2019, after the Tenants had vacated the rental unit, the Landlord contracted a building envelope consultant to assess the rental unit for the source of the mould. C.L. attended the original hearing on September 12, 2019 to provide affirmed testimony with respect to this engineering Assessment (the "Assessment"). He stated that he was a professional engineer that specialized in building envelopes and he reviewed both the Report and the Assessment. He referenced the pictures in the Assessment which illustrated a clear line halfway up the wall, which delineated where the mould started and proceeded downwards. He stated that he has never seen such a consistent line such as this one. Furthermore, if there was a leak from the roof that allowed moisture into the rental unit, this line would not start in the middle of the wall in such a linear pattern but would start from the top of the wall downwards, covering the entire wall. In his professional opinion, when reviewing all the materials, it is his belief that the condensation is due to vapour diffusion from higher humidity on the inside of the house. Moreover, to get such a presence of mold, the humidity level would have had to be consistently high and for a prolonged period of time.

The Landlord advised that he lived at the rental unit up until 2011, that he never had any issues with mould, that the roof was replaced in 2016, and that the Assessment determined that there were no exterior structural issues that allowed moisture ingress into the rental unit. He referenced the move-in inspection report which did not note any signs of mould, staining, or rotting. It is his position that the Tenants were responsible for the mould because they did not use the bathroom fan as noted in the Report and the Assessment, they did not advise the Landlord that the fan was broken, they did not open the windows, they did not wipe excess moisture from the windows, and because they were chronic smokers of marijuana. All these factors led to the development of the elevated humidity in the rental unit.

The Tenants stated that water was trickling down the wall to the electrical box and the Report confirmed that there was water intrusion. The mould present on the walls and ceiling in the storage room is more consistent with the Test report that stated "building envelope deficiencies must be addressed…" Moreover, the Report indicated an "historic escape of water", listed the priority level of this repair as high, stated that there was a "very strong odour", and that the indoor air quality was noted to have "Hidden mould – limit your exposure."

D.R. submitted that the Assessment was conducted a week after the Tenants gave up vacant possession and that this company noted that it did not "conduct water testing for other potential sources of water ingress." He pointed to an excerpt from the Report which indicated that "the South and East walls exhibit signs of possible water intrusion" and he referenced the picture of the storage room ceiling, that was cracked due to water damage and appeared to have mould around it. He questioned why the Tenants would pressure the Landlord to address this issue if it were not the Landlord's responsibility and the Landlord replied that as he was a lawyer, he was concerned about litigation, so he attempted to collaborate with the Tenants. D.R. also questioned why the Landlord did not make the Tenants pay for the environmental remediation company if he believed they were responsible for this issue, and the Landlord stated that it took time to investigate this issue to determine who was responsible, so he chose to fix it in the meantime.

It is D.R.'s submissions that the Tenants made the Landlord aware of this issue in November 2018, that there were leaks in the rental unit, that the Tenants paid for the Report and the Assessment that determined there was toxic mould in the rental unit, that the condition of mould in the rental unit was so significant that one company would not even conduct the remediation, and that the Tenants gave the Landlord one final opportunity to fix the issues but the Landlord did not, contrary to Section 32 of the *Act*. As a result, they ended their tenancy based on the Landlord failing to comply with a material term of the tenancy. Furthermore, they are owed compensation from the Landlord as they took steps to mitigate their loss, but nevertheless, they suffered losses due to this tenancy.

The Tenants are seeking total compensation in the amount of **$10,947.50,** broken down as follows:

1) Mould inspection report - $367.50
2) Mould inspection and air quality test - $588.37
3) Hotel for January 2 – 5, 2019 - $354.91
4) Hotel for January 17 – 21, 2019 - $631.72
5) AirBnB for January 21 – February 1, 2019 - $1,011.02
6) Medication - $26.68
7) Van rental - $66.51
8) Fuel - $15.00
9) Dump fees - $36.50
10) Registered mail - $47.88
11) Printer fees - $98.50
12) New sheets - $37.76
13) Comforter - $89.94
14) Pillow cases - $10.97
15) Mattress - $371.71
16) Mattress - $370.71
17) Yoga mat - $82.00

18) Tent - $49.97
19) Tent - $ 598.95
20) Backpack - $459.95
21) Five bags of clothing - $3,750.00
22) Furniture - $160.00
23) Shoes - $585.00
24) Loss of food - $250.00
25) Take-out food - $600.00
26) Sleeping bag - $219.95
27) Yoga mat - $66.00

The Landlord advised that he is seeking compensation in the total amount of **$13,149.48**, broken down as follows:

1) February 2019 rent - $1,720.00
2) March 2019 prorated rent - $55.48
3) Liquidated damages - $1,720.00
4) Remediation company deposit - $246.65
5) Remediation - $2,454.71
6) Environmental Assessment - $2,415.38
7) Environmental Assessment field service - $140.93
8) Remediation cleaning - $251.58
9) Drywall disposal - $262.00
10) Mould damage repairs - $385.24
11) Repair materials - $10.57
12) Repair materials - $5.29
13) Floor repairs - $228.86
14) Paint - $189.14
15) Storage entrance repairs - $2,749.49
16) Storage floor replacement - $257.25
17) Registered mail - $26.50
18) Registered mail - $30.41

Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this decision are below.

Section 38(1) of the *Act* requires the Landlord, within 15 days of the end of the tenancy or the date on which the Landlord receives the Tenants' forwarding address in writing, to either return the deposit in full or file an Application for Dispute Resolution seeking an Order allowing the Landlord to retain the deposit. If the Landlord fails to comply with Section 38(1), then the Landlord may not make a claim against the deposit, and the

Landlord must pay double the deposit to the Tenants, pursuant to Section 38(6) of the *Act*.

When reviewing the evidence before me, the undisputed evidence is that the Tenants provided a forwarding address in writing on or around February 7, 2019 and that the tenancy ended on January 31, 2019. I find it important to note that Section 38 of the *Act* clearly outlines that from the later point of a forwarding address in writing being provided **or** from when the tenancy ends, the Landlord must either return the deposit in full or make an application to claim against the deposit. There is no provision in the *Act* which allows the Landlord to retain the deposit without the Tenants' written consent.

While the Landlord did appear to file an Application to claim against the deposit on February 7, 2019, he elected to withdraw that Application during that hearing. Therefore, as the consistent and undisputed evidence is that he failed to comply with the *Act* when he withdrew his claim against the deposit, I am not satisfied that the Landlord complied with Section 38 of the *Act*. As the Tenants did not provide written authorization for the Landlord to keep any amount of the deposit, and as the Landlord did not comply with the requirements of Section 38, I find that the Landlord illegally withheld the deposit contrary to the *Act*. Consequently, I am satisfied that the Tenants have substantiated a monetary award amounting to double the original security deposit. Under these provisions, I grant the Tenants a monetary award in the amount of **$1,720.00**.

In turning my mind to both parties' claims for compensation, while there is no doubt that there was mould present in the rental unit, I must first make a determination on which party is responsible for the mould issue. While the Tenants make references to the documentation of professionals they contracted, and while they submit that these companies suggest that water was entering the rental unit from the exterior of the building, I find it important to note that these companies specialized in the detection, remediation, and analysis of mould. As such, I find that any submissions of the source of mould from these professionals carry less weight than the Assessment from the building envelope consultant contracted by the Landlord.

When reviewing this Assessment, I note that the engineers reviewed both the condition of the storage room and the exterior wall of the building. The Assessment noted that "organic growth" was found on the lower portion of the interior storage room wall while the upper portion of this wall appeared clean. The reason for this clear line is because two different construction materials were used on the exterior of the building, and each product exhibited a different, natural rate of thermal conductivity. Thermal imaging was utilized to demonstrate this difference. Furthermore, the underside of the roof sheathing was examined and "there did not appear to be any water staining or damage as a result of water ingress." Based on this observation, had there been a water leak in the roof, water staining would have appeared on this interior storage room wall in the form of organic growth from the top of the wall to the bottom. Moreover, the consistent evidence is that the bathroom fan was not operational and common sense would dictate that this

would result in elevated humidity in the rental unit. Based on these findings, the engineers determined that the “warm interior air carrying higher than usual amounts of moisture, could have easily flowed into the storage room, eventually dripping down within the wall along holes and conduits used for electrical services.” They also concluded that they “believe the source of the moisture damage was from condensation and not from a leak on the roof or at the top of the walls.”

As this Assessment was conducted by building envelope consultants, when weighing this against the professionals that the Tenants contracted, who do not appear to have the same qualifications to assess structural conditions, I find that I prefer the Landlord’s evidence on this point. Based on the opinion of the engineers’ Assessment, the evidence that the Tenants did not advise the Landlord that the bathroom fan was not operational, and evidence that the bathroom fan was then not utilized, I am satisfied on a balance of probabilities that the source of the moisture was more likely than not due to the Tenants’ negligence. As a result, apart from the Tenants’ claims for the doubling of the deposit, which has already been addressed above, I dismiss the remainder of the Tenants’ monetary claims in their entirety.

I will now turn my mind to the Landlord’s claims for damages. When establishing if monetary compensation is warranted, I find it important to note that Policy Guideline # 16 outlines that when a party is claiming for compensation, “It is up to the party who is claiming compensation to provide evidence to establish that compensation is due”, that “the party who suffered the damage or loss can prove the amount of or value of the damage or loss”, and that “the value of the damage or loss is established by the evidence provided.”

Regarding the Landlord’s claim for lost rent of $1,720.00 and $55.48 for February 2019 and part of March 2019 respectively, there is no dispute that the parties entered into a fixed term tenancy agreement from September 2, 2018 for a period of one year, ending August 31, 2019. Yet, the tenancy effectively ended when the Tenants gave up vacant possession of the rental unit on January 31, 2019.

While the Tenants attempted to portray a scenario where it was urgent for their well-being to end the tenancy in the manner that they did, and that it was justified because the Landlord did not conduct their requested repairs, I am satisfied that the mould issue was as a result of the Tenants’ negligence. As such, I do not find that the Tenants have established that there was a breach of a material term which permitted them to end their tenancy early. Consequently, I am not satisfied that the Tenants ended the tenancy in accordance with the *Act*. Therefore, I find that the Tenants vacated the rental unit contrary to Sections 44 and 45 of the *Act* and that as a result of their actions, the Landlord suffered a rental loss.

I find it important to note that Policy Guideline # 5 outlines a Landlord’s duty to minimize his loss in this situation and that the loss generally begins when the person entitled to claim damages becomes aware that damages are occurring. Moreover, in claims for

loss of rental income in circumstances where the Tenants end the tenancy contrary to the provisions of the Legislation, the Landlord claiming loss of rental income must make reasonable efforts to re-rent the rental unit.

I am satisfied that the Tenants gave the Landlord minimal notification that they were ending the tenancy and vacating the rental unit. The Landlord submitted that he took steps to mitigate his losses by first remediating the mould issue and repairing the affected areas. He then spent a significant amount of time showing the rental unit to prospective tenants and conducting credit and reference checks. Furthermore, he submitted a copy of a tenancy agreement with the new tenants commencing March 2, 2019. As the Tenants did not establish that they were permitted to end the tenancy due to a breach of a material term, as they provided very little notice, as I am satisfied that the Landlord made attempts to re-rent the rental unit as quickly as possible after January 31, 2019, and as the Landlord re-rented the rental unit on March 2, 2019 at the same amount of rent, I am satisfied that the Tenants are responsible for the entirety of February 2019 and the portion of March 2019 rent. Consequently, I grant the Landlord a Monetary Order in the amount of **$1,775.48** for the total rent arrears.

With respect to the Landlord's request for liquidated damages, I find it important to note that Policy Guideline # 4 states that a "liquidated damages clause is a clause in a tenancy agreement where the parties agree in advance the damages payable in the event of a breach of the tenancy agreement" and that the "amount agreed to must be a genuine pre-estimate of the loss at the time the contract is entered into". This guideline also sets out the following tests to determine if this clause is a penalty or a liquidated damages clause:

- A sum is a penalty if it is extravagant in comparison to the greatest loss that could follow a breach.
- If an agreement is to pay money and a failure to pay requires that a greater amount be paid, the greater amount is a penalty.
- If a single lump sum is to be paid on occurrence of several events, some trivial some serious, there is a presumption that the sum is a penalty.

Based on the testimony before me, I am satisfied that there was a liquidated damages clause in the tenancy agreement that both parties had agreed to. However, this amount is meant to be calculated as a genuine pre-estimate of the Landlord's loss to re-rent the rental unit. While the Landlord did demonstrate his efforts to re-rent, I find that he failed to establish how those efforts amounted to $1,720.00. Furthermore, it does not appear to me that this amount is a genuine pre-estimate of his loss but rather simply, an amount chosen as it was equivalent to one month's rent. As such, I am satisfied that this amount constituted a penalty as opposed to the Landlord's genuine pre-estimate of his loss. Consequently, I dismiss this claim in its entirety.

Regarding the Landlord's claim of $246.65 and $2454.71 for the cost of mould remediation, as I am satisfied that this was required due to the Tenants' negligence, I am satisfied that the Landlord has established that he should be granted a monetary

award. However, when reviewing his invoices submitted, he paid $246.65 on February 7, 2019 and $2,219.81 on February 15, 2019. While there is a discrepancy in the second invoice amount as the company deducted the pre-tax deposit from this invoice, I am satisfied that the Landlord paid a total of $2,454.71 for the entire remediation project and the Landlord was mistakenly also asking for the $246.65 that was already incorporated into this total charge. As such, I am satisfied that the monetary award to the Landlord for the mould remediation will be in the amount of **$2,454.71**.

With respect the Landlord's claim of $2,415.38 and $140.93 for the cost of the engineering Assessment, as I am satisfied that this was required due to the Tenants' negligence, I am satisfied that the Landlord has established that he should be granted a monetary award. However, when reviewing his invoices submitted, I find it important to note that the first invoice is for $2,412.38, not the $2,415.38 that he is claiming for. Furthermore, this invoice notes that this was the cost for "Services rendered for the period ending February 28, 2019." I accept that this is likely for the cost of the Assessment that was produced in February 2019. However, the second invoice is for "Services rendered for the period ending March 31, 2019" and it is not clear to me why the Tenants should be responsible for this cost as the Assessment had already been created in February 2019. As the Landlord provided no specific testimony with respect to this invoice, I dismiss this claim in its entirety. As such, I am satisfied that the monetary award to the Landlord for the Assessment will be in the amount of **$2,412.38**.

Regarding the Landlord's claim in the amount of $251.58 for the cost of the mould remediation cleaning, as I am satisfied that this was required due to the Tenants' negligence, I find that the Landlord has established that he should be granted a monetary award in the amount of **$251.58**.
With respect to the Landlord's claim of $262.00 for the cost of "mould drywall disposal", I find it important to note that the Landlord's supporting documentation for this claim does not list disposal of drywall but simply lists "Removed garbage from property." Furthermore, it includes a charge for a "Parts thermostat." As these seem to be contradictory with the Landlord's description, and as he failed to provide any relevant, specific testimony to speak to this discrepancy, I dismiss this claim in its entirety.

Regarding the Landlord's claim in the amount of $385.24 for the cost of the mould damage repairs, as I am satisfied that this was required due to the Tenants' negligence, I am satisfied that the Landlord has established that he should be granted a monetary award in the amount of **$385.24**.

With respect the Landlord's claim in the amounts of $10.57 and $5.29 for the cost of supplies to repair the mould damage, as I am satisfied that this was required due to the Tenants' negligence, I find that the Landlord has established that he should be granted a monetary award in the amount of **$15.86**.

With respect the Landlord's claim in the amount of $228.86 for the cost of repairing the storage room flooring, as I am satisfied that this was required due to the Tenants'

negligence, I find that the Landlord has established that he should be granted a monetary award in the amount of **$228.86**.

Regarding the Landlord's claim in the amount of $189.14 for the cost of the paint for the storage room, as I am satisfied that this was required due to the Tenants' negligence, I find that the Landlord has established that he should be granted a monetary award in the amount of **$189.14**.

With respect the Landlord's claim in the amount of $2,749.49 for the cost of drywall installation and labour in the storage room, as I am satisfied that this was required due to the Tenants' negligence, I find that the Landlord has established that he should be granted a monetary award in the amount of **$2,749.49**.

Finally, regarding the Landlord's claim in the amount of $257.25 for the cost of installation and labour for replacing the flooring in the storage room, as I am satisfied that this was required due to the Tenants' negligence, I find that the Landlord has established that he should be granted a monetary award in the amount of **$257.25**.

The Landlord was also seeking compensation in the amounts of $26.50 and $ 30.41 for the cost of registered mail; however, he was advised that there are no provisions in the *Act* which provide compensation for these costs. As such, these claims were dismissed in their entirety.

As the Tenants were not successful in their Application, I find that the Tenants are not entitled to recover the $100.00 filing fee paid for this Application.

As the Landlord was partially successful in his Application, I find that he is entitled to recover $50.00 of the $100.00 filing fee paid for this Application.

Pursuant to Sections 67 and 72 of the *Act*, I grant the Landlord a Monetary Order as follows:

Calculation of Monetary Award Payable by the Tenants to the Landlord

Doubling of security deposit	-$1,720.00
Rent arrears	$1,775.48
Mould remediation	$2,454.71
Assessment cost	$2,412.38
Mould remediation cleaning	$251.58
Mould damage repairs	$385.24
Repair supplies	$15.86
Storage room flooring	$228.86
Storage room painting	$189.14
Drywall installation and labour	$2,749.49
Flooring installation and labour	$257.25

Recovery of filing fee for Landlord	$50.00
TOTAL MONETARY AWARD	**$9,049.99**

Conclusion

I provide the Landlord with a Monetary Order in the amount of **$9,049.99** 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: April 2, 2020

Residential Tenancy Branch