Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing

DECISION

Introduction

The former Tenant (hereinafter, the "Tenant") filed an Application for Dispute Resolution on June 23, 2023 seeking compensation associated with the Landlord's ending of the tenancy. They also seek recovery of the Application filing fee. The Residential Tenancy Branch scheduled this matter for a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the "*Act*") on November 30, 2023.

The Landlord then filed an Application for Dispute Resolution on November 3, 2023, seeking money for the Tenant's alleged damage to the rental unit, and recovery of the Application filing fee. Concerning the same tenancy, the Residential Tenancy Branch crossed this Application to that of the Tenant already in place. The Landlord amended their Application on November 20.

Both the Tenant and the Landlord attended the scheduled hearing on November 30. I reconvened the matter on December 12 in order to provide the parties more time for their submissions and responses. At the outset of the hearing, the parties confirmed they received the Notice of Dispute Resolution Proceeding, as well as the prepared documents, of the other as required.

Preliminary Matter – Tenant's service of the Notice of Dispute Resolution Proceeding and evidence

The Tenant provided that they sent Notice of Dispute Resolution Proceeding to the Landlord via registered mail on June 27, 2023. The Landlord provided a tracking number to show this service. The Tenant provided evidence to the Residential Tenancy Branch in this matter; the Landlord in the hearing stated they received no evidence in this matter from the Tenant.

Given that the documents in question were those generated by the Landlord to the Tenant – *e.g.*, an end-of-tenancy notice – I conclude the Tenant did not provide the Landlord with the same evidence that they provided to the Residential Tenancy Branch. I find there is no prejudice to the Landlord should I refer to the material, where it proves relevant and necessary to my conclusions below.

The Landlord provided evidence in response to the Tenant's Application. The Tenant stated they received this material; therefore, I give it full consideration where necessary and relevant.

Preliminary Matter -- Landlord's service of the Notice of Dispute Resolution and evidence

In the hearing, the Tenant confirmed they received the Landlord's Notice of Dispute Resolution Proceeding. This includes the Landlord's prepared evidence package. I give this material full consideration where necessary and relevant.

Issues to be Decided

- Is the Tenant entitled to compensation associated with the end-of-tenancy notice?
- Is the Tenant entitled to recovery of the Application filing fee?
- Is the Landlord entitled to compensation for damage in the rental unit?
- Is the Landlord authorized to withhold some/part of the security deposit?
- Is the Landlord entitled to recovery of the Application filing fee?

Background and Evidence

The Tenant and Landlord confirmed that the tenancy started in 2014. At the start of the tenancy, the Tenant paid a security deposit of $400. The rent amounts increased over the course of the tenancy; at the end of the tenancy the rent amount was $1,120.

The Tenant lived in the lower suite at the rental unit property; the Landlord lived above

The Landlord served a Two-Month Notice to End Tenancy for Landlord's Use (the "Two-Month Notice") on November 10, 2022. The date in place on the document was edited, from "10/11/22" to "11/10/22" (indicated with the Tenant's initials) which means the Landlord signed the document in October. The specified end-of-tenancy date was December 31, 2022, also re-written from November 31, 2022.

The Tenant provided a handwritten note from the Landlord dated October 21, 2022, stating "I am moving ahead with ending the tenancy of the basement suite so that I can move in January 1, 2023".

The Tenant moved out from the rental unit on December 7, 2022. While the Tenant submits that the Two-Month Notice was the reason that the tenancy ended, the Landlord states the Tenant moved out before the set end-of-tenancy date, of their own volition. The Landlord submits the Tenant did not inform the Landlord of the earlier move-out date, and moved out from the rental unit when the Landlord was away on travel. This means the Two-Month Notice was not effective, the Tenant did not comply with what is required under the *Act*, and the Landlord did not know that the Tenant was leaving from the rental unit.

The Landlord realized the November 30, 2022 end-of-tenancy date was initially incorrect (*i.e.*, not a full two-month period), then extended the end-of-tenancy date to December 31, 2022. The Tenant formally filed an Application for dispute resolution at the Residential Tenancy Branch and then withdrew that Application, and them moved out without notification to the Landlord.

Is the Tenant entitled to compensation associated with the end-of-tenancy notice?

The Tenant submits the Landlord did not fulfill the purpose for ending the tenancy as indicated on the Two-Month Notice precisely: the Landlord moving into the rental unit from the main house. The Tenant pointed to the Landlord previously requesting a rent increase as revealing of their true intention for ending the tenancy.

On their Application, the Tenant set out that "contractors were seen entering the suite . . ." They "appeared to continue work until mid April, 2023." The Tenant submits the Landlord re-rented the unit to new tenants on May 1, 2023; therefore, this was an eviction based on "strictly money". This means the Landlord did not occupy the rental unit within a reasonable amount of time, and did not occupy the rental unit for 6 months. The Tenant claimed 12 months' rent equivalent as compensation.

In the hearing, the Tenant described driving by the rental unit many times, observing contractors over a three-month timeline. They were also contacted by a former neighbour who informed them that there were "two different parties who moved into the suite at two different times", not the Landlord's family or the Landlord themself.

The Landlord responded to these submissions to say that the tenancy did not end via the Two-Month Notice, based on the Tenant's unannounced earlier move out before the provided end-of-tenancy date. This is a strict requirement in the case of an earlier end to a tenancy where a landlord issues an end-of-tenancy notice of this type. The Tenant did not comply with their obligation to inform the Landlord of an earlier move-out date, as part of the Two-Month Notice.

The Landlord could not use the rental unit as planned because of needed repairs and clean-up, based on its condition post-tenancy. They moved furniture into the rental unit, cleaned, and had contractors who completed work. The rental unit became their own, and they used it as part of their own home.

Further, the Landlord pointed to the Two-Month Notice document as incomplete, inadvertently served to the Tenant (by the Tenant's grab from on top of the washing machine) prior to its completion, thereby rendering it ineffective due to strict requirements for completeness as set out in the *Act*.

In the hearing, the Landlord submitted that the rental unit legitimately could be claimed back as part of their own rental unit. The Landlord "[could] reclaim it back into their entire living space", and there is no legal requirement that the rental unit be used as their primary unit.

Is the Landlord entitled to compensation for damage in the rental unit?

The Tenant presented that they had no move-in inspection with the Landlord in the rental unit at the start of the tenancy. There is no report outlining the condition of the rental unit at that time. The Tenant recalled there were no issues with repairs or maintenance during the tenancy, aside from a toilet that was replaced.

In the hearing, the Landlord confirmed that they walked through the rental unit with the Tenant; however, this was not documented. They recalled the rental unit was freshly painted, "fairly new wool carpet in the bedroom", being "nice, clean and lovely".

The Tenant presented that the Landlord did not offer the opportunity for an inspection at the end of the tenancy. They received an email from the Landlord in approximately mid-December stating they were not to attend back to the rental unit after their move-out.

The Landlord stated they never had a notification from the Tenant that they were leaving; the Tenant "simply left". There was a scheduled dispute from the Tenant to formally challenge the Landlord's end-of-tenancy notice, with no instruction from the Tenant that they had withdrawn that application. The Landlord did not have the opportunity to do a walkthrough inspection; the condition of the rental unit is not documented from a condition inspection meeting.

The Landlord continued to hold the Tenant's full security-deposit amount of $400. The Landlord submits they did not have a forwarding address in place from the Tenant.

The Landlord stated they returned from their travel on December 12. They looked at the rental unit a few days later. They provided photos to show the state of the rental unit as they found it after the Tenant vacated. After an assessment, the Landlord undertook renovations and repairs within the rental unit. In July 2023 they made their Application to the Residential Tenancy Branch for compensation; they amended this closer to the hearing date, updating the final amount of compensation to $13,094.06. The Landlord provided a breakdown of this total on a monetary worksheet they provided for this hearing, dated November 30, 2023:

#	Item	$ claim
1	cleaning	~~367.50~~ 105
2	door fix	337.81
3	linoleum (work)	659.26
4	laminate: living room/kitchen	1,162.52
5	door	138.03
6	carpet/floor	2,470.40
7	restoration	~~4,468.00~~ 3,468.00
8	window cleaning	85.00
9	garbage/recycling	24.00
10	carpet cleaning	199.50
11	cleaning	2,295.00
12	paint supplies	887.04
	Total	**~~13,094.06~~ 11,831.56**

In the hearing, I reviewed this worksheet, with reference to the Landlord's evidence and responses from the Tenant on each item:

1. The Landlord noted they were decreased this line item to $105 because the full amount included work completed in other areas in the rental unit property, not exclusive to the rental unit. The Landlord provided a receipt of the full amount paid on March 22, 2023, with the invoice noting the distinction between the upper- and lower-level units.

2. The Landlord presented this was because of the Tenant's pet that bit and clawed at the door. The Landlord presented photos that show this damage.

3. The Landlord submitted this was work on linoleum because the Tenant's pet damaged this and it required replacement. One receipt dated March 21, 2023 is marked "ROA", totalling $491.35. a second receipt, referenced to the Landlord's monetary worksheet dated January 16, 2023, states "lino rm 94", "everbond" and "travel", for the total amount of $167.91. The Landlord provided photos of miscellaneous angles and images of the floor throughout the rental unit.

   In reference to these three line items, the Tenant stated they were willing to compensate for cleaning not completed at the end of the tenancy. This is "reasonable after 8 years". They stated that they are "comfortable with things actually damaged during the tenancy." They noted that the Landlord had previously committed to replacing the linoleum in the rental unit throughout the tenancy.

4. The laminate abandoned the plan to clean, salvage, or replace the carpet. This led them to install laminate flooring, because this was "an inexpensive choice to replace carpet." The Landlord could not recall when the carpeting in the rental unit was new. The Tenant re-stated the point that they raised the issue with flooring "over the years" in this tenancy.

5. The Landlord paid $138.03 for a door to replace one that they allege was damaged. They submit this is a "reasonable price". The Landlord provided an image of a stained door, supposedly in the rental unit. The Landlord provided a register receipt, showing the amount of $138.03.

The Tenant stated they had no opportunity to see damage of a door, and now from the Landlord they received evidence in the form of black & white pictures that can't really show detail about any damage.

6. The Landlord submits they had to clean the bedroom carpet three times in total. They then had to remove carpeting and linoleum flooring in the rental unit in order to install laminate flooring throughout. They provided two invoices showing the amount of $2,365.40, undated, and $105, undated.

7. The Landlord submits they had to hire a restoration company, for wood and finishing in the rental unit. They decreased the amount claimed – from $4,468 to $3,468 – because this was work to improve fixtures in the rental unit, such as baseboards. The single invoice of $1,868.02 is the only one the Landlord could find for this purpose. The Landlord also included a record of etransfers to the firm: $275, three payments of $500, $863.02, $900, $300, $50, and $85. (These total $4,468.02.) In the hearing, the Landlord decreased this amount claimed, wit the rationale being that this was work that was completed to improve the rental unit, over and above any damage the Tenant may have caused. This final amount was $3,468

   The Tenant, in response to this, stated the Landlord could have had the amounts/invoices clearly distinguished between work in the rental unit, and work in the other parts of the rental unit property.

8. The Landlord provided a record of their bank payment for window cleaning in the rental unit. The Tenant "would have assumed that windows were cleaned with others" inside the rental unit. The Tenant noted the lack of detail in the bank record provided by the Landlord.

9. The Landlord described having items to remove from the rental unit and dispose of properly at a waste management facility. This included "other materials" and a shower curtain. The Landlord provided two receipts, one dated April 17 and the other dated March 13.

10. The Landlord provided an invoice dated December 29, 2022 for "very soiled/carpet[s] are wool" in bedroom, stairs, and living room. This amount is $199.50. The Landlord noted the carpet was also cleaned separately by a different company. The Landlord gave up on cleaning carpets, then deciding to have flooring replaced throughout.

The Tenant, in response, noted this was the only carpet cleaning charge that they would be willing to compensate for.

11. The Landlord provided three separate bank transaction records for cleaning: $500, $600, and $1,195. The Tenant noted the lack of detail on the work done for cleaning in the rental unit. The Landlord turned to their description provided in the hearing to attest to the level of cleaning needed within the rental unit.

12. The Landlord clarified that the rental unit was not painted during the tenancy, only prior to the start of the tenancy. This was in 2014.

The Tenant, in a summary response to the line-by-line review of the Landlord's claim, stated there was a lack of detail throughout on work completed, and the need for it. They stated they agreed on some items regarding cleanliness issues. They admitted to damage on the door frame, i.e., the issue with trim on 1-2 doors in the rental unit. They also understood the need for carpet cleaning. More specifically, they agreed to the $105 specific item of cleaning costs. Anything beyond this, in the Tenant's conclusion, is the cost of the Landlord renovating the rental unit, and cannot be borne by the Tenant as compensation to the Landlord.

The Landlord, in closing, stated these were legitimate expenses, with all the work undertaken to return the rental unit to its original state.

Is the Landlord authorized to withhold some/part of the security deposit?

At the close of the hearing, the Tenant described receiving an email from the Landlord on December 13, 2022 in which the Landlord stated 'you will not be getting any deposit returned.'

The Landlord reiterated that the tenancy ended without proper notice from the Tenant, and they had no forwarding address from the Tenant as required.

Analysis

Is the Tenant entitled to compensation associated with the end-of-tenancy notice?

The *Act* provides for 12 months' rent amount compensation to a former tenant where a landlord does not establish that the stated purpose for ending a tenancy was accomplished within a reasonable period, and that rental unit was used for the stated purpose for at least 6 months' duration.

The *Act* s. 51(1) specifies this is "a notice to end tenancy under section 49 *[landlord's use of property]*". The *Act* s. 49 provides that a landlord may end a tenancy for their own use of the rental unit by using a two-month notice to end tenancy (as per s. 49(2)(a)).

I find the *Act* only allows for 12 months of rent compensation where a landlord issues a complete – deemed effective – two-month notice to end tenancy. I find that did not happen in this tenancy, where the document itself was flawed with respect to its effective date (incorrect) and the date on which the Landlord purportedly signed the document (amended, evidently by the Tenant themself as shown in the evidence). The document itself is an older form, and inaccurate with no heading/title information in the document. As provided by the Tenant in their evidence, this was a single page of a four-page document, on a long out-of-use version of the document, with no indication of the actual reason indicated on the form. I find the document was flawed and incomplete, rendering it ineffective.

I find as fact that the Tenant had to seek clarity from the Landlord on the Landlord's intention. This was the source of the handwritten note from the Landlord that stated their intention to end the tenancy "so that I can move in January 1, 2023." I find this shows the Two-Month Notice was invalid because the requisite information was not immediately clear to the Tenant, and any eviction notice should not leave the recipient requiring clarification with respect to the dates, or the Landlord's reason for ending the tenancy.

The Tenant challenged the Two-Month Notice in a formal dispute resolution proceeding; however, they abandoned that pursuit. They instead moved out from the rental unit, without notifying the Landlord in the correct fashion in line with what was supposed to be a landlord's end-of-tenancy notice for their own use of the rental unit.

I find the Two-Month Notice was invalid; therefore, the tenancy did not end for this reason. Without a valid Two-Month Notice in place, I find the Tenant has no legal means to pursue compensation as per s. 51 of the *Act* which only applies to the scenario where a proper two-month notice was issued. While the Tenant did challenge the eviction, they abandoned that without informing the Landlord. Moreover, the Tenant

did not correctly notify the Landlord of their earlier-than-indicated end of tenancy on the assumption that the Two-Month Notice was in place.

In sum, I find it was the Tenant who ended the tenancy early, without notification to the Landlord. The Tenant could not assume that the Two-Month Notice was in place and valid. With no valid Two-Month Notice in place, and no correct earlier notice from the Tenant, the Tenant has no right in place with respect to s. 51.

For these reasons, I dismiss the Tenant's claim because the Landlord did not end the tenancy with a two-month notice. I dismiss the Tenant's Application, without leave to reapply.

Is the Tenant entitled to recovery of the Application filing fee?

The Tenant was not successful in this Application; therefore, I grant no recovery of the Application filing fee.

Is the Landlord entitled to compensation for damage in the rental unit?

The *Act* s. 32 establishes rights and obligations for each of a landlord and a tenant:

- a landlord must provide/maintain property in a state of repair that complies with health, safety and housing standards
- a landlord must provide/maintain property in a state of repair that makes it suitable for occupation by a tenant, with regard to the age, character and location of the rental unit
- a tenant must maintain reasonable health, cleanliness and sanitary standards through the rental unit
- a tenant is not required to make repairs for reasonable wear and tear

The *Act* s. 23 and s. 35 set the requirement for an inspection, jointly, of the condition of the rental unit at the start and end of a tenancy. Following this, s. 24 and s. 36 set consequences for either party if reporting requirements are not met, or attendance at offered inspections is not observed. In either case, a landlord is precluded from claiming against a security deposit is extinguished.

The *Act* s. 37 sets a positive obligation on a tenant at the end of a tenancy: to "leave the rental unit reasonably clean, and undamaged except for wear and tear".

The *Act* s. 39 provides that a landlord may retain deposits where a tenant does not give a landlord a forwarding address in writing within one year after the end of the tenancy.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in s. 7 and s. 67 of the *Act*.

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish all of the following four points:

- that a damage or loss exists;
- that the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
- the value of the damage or loss; **and**
- steps taken, if any, to mitigate the damage or loss.

The Residential Tenancy Branch established a set of policy guidelines to provide statements on the policy intent of the legislation. The *Residential Tenancy Policy Guideline 40. Useful Life of Building Elements* provides "a general guide for determining the useful life of building elements for . . . determining damages". A building element's useful life is "the expected lifetime, or the acceptable period of use, of an item under normal circumstances."

The following items from this guideline are pertinent to the Landlord's claim:

- doors: 20 years useful life
- carpets: 10 years useful life
- flooring: 10 – 20 years useful life, depending on material
- interior painting: 4 years useful life

I find that the Landlord and Tenant in this tenancy did not meet together at the start of the tenancy. There was a cursory look at the set-up in the rental unit; however, there was nothing to document the state of the rental unit at the start of the tenancy. This immediately makes the Landlord's claim for damage from the Tenant, after a somewhat lengthy tenancy, to be problematic in terms of comparing the state of the rental unit at the end of the tenancy with its state at the start.

Following the *Act* s. 24 and s. 25 strictly precludes the Landlord from making any claim against the security deposit in this matter. That would entail a return of the full security deposit amount by default to the Tenant.

There is no record of the Landlord regularly inspecting the rental unit or otherwise assessing the condition of the rental unit although that is not a statutory requirement. This however also compounds the difficulty the Landlord now has in establishing that the Tenant is responsible for damage therein.

Reciprocally, there is no record of the Tenant making requests for maintenance or repairs to the Landlord. I find the requirements of s. 32 during this tenancy are split, with the Landlord not ensuring a healthy and safe state within the rental unit (that is my assessment upon examination of the photos the Landlord provided), and the Tenant seemingly not making any moves to inquire on the state of the rental unit, or themself maintaining some regimen of cleaning and repair. Definitively, this combination led to a deterioration within the rental unit.

I let the obligation for maintaining an acceptable state within the rental unit with the Landlord. A tenancy may end should a tenant not comply with standards of cleanliness throughout and there is no record of the Landlord querying or otherwise setting some responsibility with the Tenant for this. In short, I find the Landlord was too hands-off during the tenancy to claim, at its end, that the Tenant caused damage throughout.

I find the issues of the flooring and carpeting throughout are not the responsibility of the Tenant at this stage. There was no record of the state of these at the start of the tenancy, and I find the carpeting was well beyond its useful life cycle, judging from the pictures. The Landlord did not establish that the Tenant was obligated to clean the carpets at the end of the tenancy as per the agreement. I find the Landlord made efforts at cleaning the carpets – repeatedly – but the carpets were beyond cleaning. I grant no compensation to the Landlord for items 3, 4, and 6 listed above, those associated with carpet cleaning and/or replacement flooring. The carpet was beyond use; the Landlord installing new flooring amounts to a renovation which the Tenant is not accountable for.

I make one exception for line item 10: this is compensation for carpet cleaning in the amount of $199.50. The Tenant in the hearing to this. I order this compensation simply because it appears the Tenant made no effort to clean the rental unit at the end of this tenancy, as shown in the Landlord's pictures. Again, anything beyond rudimentary

cleaning attempts of the carpets, which is reasonable, amounts to renovations in the rental unit.

Also, I grant the rather obligatory amount for cleaning listed in line item #1: that is an amount of $105. I find the Landlord mitigated this amount in this single instance, and the Tenant agreed to this expense as reasonable. I acknowledge the evidence shows the Tenant made no efforts at cleaning; however, the Landlord did not fulfill the obligation to inspect the condition of the rental unit at any time during this tenancy.

I find the interior paint was well beyond its useful life cycle. In any event the rental unit would have been repainted with the Landlord's renovations therein; therefore, I grant no compensation to the Landlord for paint supplies or any labour thereof.

For the larger line items of 7 (restoration) and 11 (cleaning), I am not satisfied of the need for these expenses. I find it more likely than not that they are for renovations and improvements. The Landlord did not show definitively that this results from a breach of the *Act* by the Tenant. For larger claims of this type, the Landlord must provide ample proof thereof. The Landlord submitted receipts that are vague and do not list specific work involved to a sufficient degree that I can, with certainty, that damage stemmed from this tenancy. The Landlord was undertaking renovations after the end of the tenancy to improve the rental unit; however, this does not necessarily tie back to actions/neglect of the Tenant, and these invoices and records of payment do not establish the link.

I dismiss the line item 9. The Landlord provided no specific information on what items were removed, or the need for these costs. This is simply a lack of information on this item.

The Landlord did not show the need specifically for window cleaning within the rental unit, and did not direct my attention to specific pictures showing that. I am not satisfied of actual damage in this instance; therefore, I dismiss this line item.

I grant the Landlord the amount of $100 for work involving a door frame. I find this is a reasonable approximation of the cost and the Tenant agreed this was damage beyond reasonable wear and tear.

In my strict assessment, I find this was a very late-stage application by the Landlord here in an attempt to recoup some expenses associated with the tenancy. The Landlord renovated extensively within the rental unit, and that cannot be assessed back

to the Tenant here. The Landlord's Application appears to be hastily assembled, with really nothing more substantial than a bundle of invoices and payment machine printouts, with no organization or definitive proof showing damage to the rental unit by the Tenant during this tenancy. What was lacking primarily was a record of inspections at the start and end of the tenancy which is what the *Act* requires precisely for these scenarios.

In sum, I grant the Landlord the total of $399.50 as compensation for the state of the rental unit at the end of this tenancy.

Is the Landlord authorized to withhold some/part of the security deposit?

As set out above, the Landlord did not complete condition inspection reports at the start/end of this tenancy. As per s. 24 and s. 26, the Landlord is precluded from claiming against the security deposit.

In light of this, the *Act* s. 72(2)(b) allows for an amount to be deducted, in the case of a payment from a tenant to a landlord, from a security deposit normally due to the Tenant. I apply this piece of the *Act* to these present circumstances.

I round the amount of $399.50 to $400 to grant the full amount of the security deposit to the Landlord.

Is the Landlord entitled to recovery of the Application filing fee?

The Landlord was minimally successful in this Application. I find the Landlord presented a very late Application, and only in response to what the Tenant presented in their original Application. I find the Landlord did not present a legitimate claim, with this matter hastily presented, with evidence that was inconclusive and not well organized. For example, the Landlord was accounting for renovations to the entirety of the rental unit property in the hearing, haphazardly reducing claimed amounts at that time without reference to payment information or invoices.

The *Act* s. 62(4) provides that an arbitrator may dismiss all/part of an application if there are no reasonable grounds for an application, or it is an abuse of the dispute resolution process.

As stated above, I find that the Landlord did not inherently have the intention to pursue compensation for damage to the rental unit. It was not explained why the Landlord

chose to pursue this close to one year after tenancy ended, and very close to the actual hearing date of the Tenant's Application, despite knowing about the Tenant's Application at least by early August. I find the Landlord did not bring this claim forth legitimately for dispute resolution; therefore, I find the Landlord is not entitled to recovery of the Application filing fee.

Conclusion

I dismiss the Tenant's Application for compensation for 12 months' rent amounts. There is no reimbursement of the Application filing fee to the Tenant because they were not successful on this Application.

I grant the Landlord compensation in the amount of $400. I authorize the Landlord to keep the security deposit amount of $400 in full, as per s. 72(2) of the *Act*. I dismiss the Landlord's Application for recovery of the filing fee for the reason set out above.

I make this decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: December 20, 2023

Residential Tenancy Branch