



Notice of Administrative Penalty and Reasons for Decision

File # CEU_2025_47190
July 28, 2026

Sam Chuin Hsiu Law

[REDACTED]
[REDACTED]

Lisa Pui-Yee Law

[REDACTED]
[REDACTED]

Livewell Homestay and Cleaning Limited (Ltd.).

[REDACTED]
[REDACTED]

Jimmy (Jim) Hon Chung Law

[REDACTED]
[REDACTED]

Matthew Tosaporn Lo

[REDACTED]
[REDACTED]

VIA REGISTERED MAIL AND EMAIL

To: Sam Chuin Hsiu Law, Lisa Pui-Yee Law, Livewell Homestay and Cleaning Limited (Ltd.), Jimmy (Jim) Hon Chung Law and Matthew Tosaporn Lo.

Full Summary of Administrative Penalty

Name of Respondent(s): Sam Chuin Hsiu Law, Lisa Pui-Yee Law, Livewell Homestay and Cleaning Limited (Ltd.), Jimmy (Jim) Hon Chung Law and Matthew Tosaporn Lo **(the “Respondents”)**.

Rental Address: [REDACTED] Vancouver, B.C., [REDACTED] (the “Rental Property”)

Date of Penalty Issued: July 28, 2026

Administrative Penalties: The total administrative monetary penalties imposed jointly against all Respondents are \$90,000.00, a separate one-time AMP against J. Law for \$3,800.00.

Contravention or Failure under the *Residential Tenancy Act* (the Act):

Matter 1 - Section 32(1) – It is alleged that between approximately May 29, 2024, and September 17, 2025, the Rental Property was not provided or maintained in compliance with health, safety, and housing standards required by law having regard to the age, character and location of the rental unit, making it suitable for occupation by a tenant. The Investigation Report identifies evidence supporting the existence of at least seventeen (17) separate tenancies concurrently affected during the relevant period.

2. Matter 2 - Section 33(1) – It is alleged that between approximately May 29, 2024, and September 17, 2025, urgent and necessary emergency repairs to plumbing and electrical systems were not completed, contrary to section 32(1) and section 33(1)(a), (b), and (c)(ii) and (v) of the Act.

3. Matter 3 - Section 87.3(1)(c) – It is alleged that Jimmy (Jim) Hon Chung Law provided false or misleading information in six Residential Tenancy Branch dispute resolution proceedings between September 15, 2025, and November 25, 2025, which may result in administrative penalties in accordance with section 87.3(1)(c) of the Act.

Under the authority granted by Part 5.1 of the Act, I impose administrative monetary penalties (AMPs) totaling \$90,000 jointly against the Respondents for Matters 1 and 2. I also impose a separate AMP of \$3,800 against Jimmy (Jim) Hon Chung Law (J. Law) for Matter 3. The total amount ordered through this decision is \$93,800, of which \$3,800 is payable by J. Law only.

The administrative penalty is due on **October 2, 2026**.

Notice of Administrative Penalty

This letter is notice to the Respondents' that based on my analysis of the evidence, I hereby order that you are subject to an administrative penalty in the amount of \$90,000.00 jointly for Matter 1 and Matter 2.

In addition, I hereby order that J. Law is subject to an additional administrative penalty in the amount of \$3,800.00 for Matter 3.

I make this order pursuant to section 87.3(1) of the Act, due to your deliberate and continuous contravention of section 32(1) related to broader repairs and section 32(1) and section 33(1)(a), (b), and (c)(ii) and (v) of the Act (Matter 1 and 2) and in accordance with section 87.3(c) of the Act (Matter 3) respectively.

Contravention or failure to which the penalty relates

In accordance with section 87.3(1) of the Act, the director may order a person to pay a monetary penalty if the director is satisfied on a balance of probabilities that the person has contravened a provision of this Act or the *Residential Tenancy Regulation* (Regulation).

On August 26, 2025, in accordance with section 87.1 of the Act, the Compliance and Enforcement Unit (CEU) commenced an investigation into the allegations against the Respondents.

On March 24, 2026, I received an Investigation Report recommending AMPs against the Respondents for three matters concerning alleged contraventions of section 32(1) related to broader repairs and section 32(1) and section 33(1)(c)(ii) and (v) of the Act and in accordance with section 87.3(c) of the Act related to J. Law.

The particulars of each allegation are as follows:

Matter 1 - Section 32(1) of the Act – It is alleged that between approximately May 29, 2024, and

September 17, 2025, the Rental Property was not provided or maintained in compliance with health, safety, and housing standards required by law having regard to the age, character and location of the rental unit, making it suitable for occupation by a tenant. The Investigation Report identifies evidence supporting the existence of at least seventeen (17) separate tenancies concurrently affected during the relevant period.

Matter 2 – Section 32(1) and section 33(1)(a), (b), and (c)(ii) and (v) of the Act – It is alleged that between approximately May 29, 2024, and September 17, 2025, urgent and necessary emergency repairs to plumbing and electrical systems were not completed, contrary to sections 32(1) and section 33(1)(a), (b), and (c)(ii) and (v) of the Act.

Matter 3 – Section 87.3(1)(c) of the Act– It is alleged that J. Law provided false or misleading information in six Residential Tenancy Branch dispute resolution proceedings between September 15, 2025, and November 25, 2025, which can result in AMPs being issued in accordance with section 87.3(1)(c) of the Act.

Procedural Fairness, Service and Opportunity to Be Heard:

Pursuant to section 87.3(2) of the Act, before imposing any AMP, the director must provide each respondent with a reasonable opportunity to be heard.

Having reviewed the evidence before me, I am satisfied that each Respondent received adequate notice of the investigation and was afforded a full and meaningful opportunity to be heard.

The investigation commenced on August 26, 2025. During the investigation, the CEU provided notices of investigation advising the Respondents of the allegations under consideration, the potential consequences of the investigation, and the opportunity to provide information, evidence, and submissions in response. The investigation report further documents multiple attempts to communicate with and serve the various Respondents throughout the investigative process and records the delivery of both the Notice of Investigation and the Updated Notice of Investigation to the parties.

Following completion of the investigation, the CEU undertook extensive efforts to ensure that each Respondent received the investigation materials and was provided a full and fair opportunity to respond before any decision was made.

Livewell Homestay and Cleaning Ltd. (Livewell)

The evidence establishes that the investigation materials were delivered to Livewell at the company's business address of [REDACTED] Purolator delivery records confirm that the package was delivered on April 14, 2026, with a signature obtained. I am satisfied that the record served on Livewell was done so in accordance with section 88(c) of the Act.

Lisa Pui-Yee Law (L. Law)

The evidence establishes that the investigation materials addressed to L. Law were delivered by Purolator to an address confirmed by CEU, [REDACTED] on April 16, 2026. The delivery confirmation records that the package was received and signed for by "SAM Law."

The record further establishes that L. Law and Sam Law are spouses and were identified throughout the investigation as joint owners of the Rental Property. The package was delivered to the address utilized

for service and accepted by an adult resident of that address. I am satisfied that this method of service was reasonably calculated to bring the materials to L. Law's attention and provided her with notice of the proceeding and an opportunity to participate and respond.

Sam Chuin Hsiu Law (S. Law)

The evidence establishes that S. Law was personally served on May 2, 2026, at [REDACTED] [REDACTED] The sworn Affidavit of Service confirms that the process server personally handed the sealed package to S. Law and that S. Law acknowledged his identity at the time of service.

I find that personal service constitutes direct and unequivocal notice of the proceeding. There can be no reasonable dispute that S. Law received the materials and was aware of the allegations and potential consequences arising from the investigation.

Matthew Tosaporn Lo (M. Lo)

The evidence establishes that M. Lo was personally served on May 15, 2026, outside [REDACTED] [REDACTED] The sworn Affidavit of Personal Service confirms that he was personally provided with Package 1 of 3, Package 2 of 3, Package 3 of 3, and Supplementary Appendix E.

The affidavit further confirms that M. Lo acknowledged his identity to the process server at the time of service. The exhibits attached to the affidavit identify the specific disclosure materials provided.

I am satisfied that M. Lo received complete disclosure of the materials relied upon by the CEU and was provided with a full opportunity to respond to the allegations advanced against him.

J. Law

The evidence establishes that a sealed package containing the investigation materials was served at J. Law's residence located at [REDACTED] on May 24, 2026. The sworn Affidavit of Service confirms that the package was left at the front door of the residence and photographic evidence was taken documenting the package at that location.

The photographic exhibit corroborates the process server's evidence and confirms the address at which service was affected.

I am satisfied that service at J. Law's residence was completed in accordance with section 88(g) of the Act and is reasonably likely to bring the materials to his attention and constituted effective service in the circumstances of this case.

Opportunity to Be Heard

The purpose of service is not merely to provide notice; it is done in accordance with the Act to ensure that affected parties have a meaningful opportunity to make submissions and to provide any evidence they wish to be considered before any final decision has been made. Having reviewed the entire record, I am satisfied that each Respondent was provided with that opportunity.

The Respondents received full disclosure, including the investigation report, supporting documentary evidence, and supplementary materials – all materials currently before me. The disclosure package was substantial and provided the Respondents with a detailed understanding of the evidence being relied upon and the alleged contraventions under consideration.

The Respondents were thereafter afforded the opportunity to provide written submissions, documentary evidence, explanations, and any other information they wished me to consider before rendering a decision. The record demonstrates that procedural avenues were available to challenge the investigator's findings, dispute the allegations, provide alternative explanations, and raise any concerns regarding jurisdiction, liability, or penalty.

In assessing procedural fairness, it is important to distinguish between a lack of opportunity to be heard and to respond and a decision not to participate. The duty of fairness requires that a meaningful opportunity be provided; it does not require that a party make use of that opportunity.

Further, if a person who has been notified does not respond or attend as required, the director may proceed to decide and issue an order without sending any additional notice (section 34 of the Regulation).

Having reviewed the service records, disclosure materials, investigation chronology, and the opportunities afforded to each Respondent, I am satisfied that the requirements of procedural fairness have been met. Each Respondent received adequate notice of the allegations, disclosure of the evidence relied upon, and a meaningful opportunity to be heard prior to this decision being made. I therefore find that it is procedurally fair to proceed to determine the issues raised in this matter on the evidentiary record before me.

Background:

The Rental Property located at [REDACTED], Vancouver, BC is owned by S. Law and L. Law. BC Assessment records describe the property as a residential dwelling originally constructed before 1930 and classified as a single-family dwelling with a secondary suite. Following the purchase of the property by the owners in April 2021, the evidence indicates that the configuration and use of the property changed significantly over time. The last single property, improved sale occurred on April 7, 2021, and the cash sale price was \$1,578,000. The total actual value in 2026 is \$1,612,000.

Evidence before me establishes that, by 2024 and 2025, the Rental Property was being occupied by numerous unrelated individuals, residing in separate rooms throughout the building. Tenancy agreements reviewed during the investigation identify individual room rentals located on the main floor, upper floor, and basement levels of the Rental Property. The tenancies in question commenced during 2024 and continued into 2025.

The evidence further suggests that the Rental Property underwent substantial interior alterations following the owners obtaining vacant possession of portions of the Rental Property in 2023. RTB records from that period indicate that the Rental Property had previously operated as a principal dwelling with separate residential units. Thereafter, tenancy records, municipal inspection records, and other documentary evidence indicate a significant increase in the number of occupants residing at the Rental Property and the creation of numerous individual sleeping rooms.

The City of Vancouver (the "City") first became involved after receiving a complaint concerning conditions and occupancy at the Rental Property. Municipal inspections subsequently identified concerns regarding the use of the Rental Property and the extent of interior alterations that had occurred. On June 12, 2025, the City advised the owners that it had information indicating that suites or

other residential accommodations had been constructed without the required permits and that continued use of those unpermitted accommodations was prohibited unless appropriate permits were obtained. The City advised the owners that they would be required either to legalize the work through the permitting process or remove the unauthorized alterations and restore the Rental Property to a compliant condition.

On July 22, 2025, City officials conducted a comprehensive inspection of the property. The inspection documented what municipal authorities considered to be extensive alterations to the building and identified approximately seventeen occupants residing within the Rental Property at that time. Inspectors observed numerous sleeping rooms distributed throughout the main floor, attic, and basement levels along with shared washroom, kitchen, and common areas. The inspection resulted in several enforcement concerns by the City relating to occupancy, building systems, fire safety, plumbing, and electrical infrastructure.

Additional inspections were conducted by the City and Vancouver Fire Rescue Services (VFRS) in July 2025 and August 2025. Municipal authorities documented concerns relating to unpermitted construction, means of egress, fire separation, electrical systems, plumbing systems, fire safety equipment, and the overall safety of the Rental Property for residential occupancy. Municipal inspectors concluded that extensive remedial work would be required to bring the property into compliance with applicable requirements.

As a result of those inspections, a number of enforcement measures were taken. A Municipal Ticket Information (MTI) was issued relating to Fire By-law contraventions, and the City issued an Immediate Standards of Maintenance Order requiring identified life-safety concerns to be corrected. The City subsequently determined that the conditions at the Rental Property presented sufficiently serious concerns to warrant further action.

On August 22, 2025, the City issued an Order to Vacate addressed to the owners requiring the Rental Property to be vacated by September 8, 2025. The Order to Vacate cited contraventions of municipal building, fire, electrical, zoning, and safety requirements and identified concerns relating to the safety of continued occupancy.

Following the issuance of the Order to Vacate, S.S., then Chief Building Official and Director of Building Policy, Inspections and Bylaw Services for the City, contacted the CEU and provided information concerning the Rental Property's condition, occupancy, and municipal enforcement history. It was those circumstances that ultimately led to the commencement of the CEU investigation on August 26, 2025.

Compliance and Enforcement Unit (CEU) Investigation:

The CEU investigation commenced after the City advised the CEU that they had issued an Order to Vacate in relation to the Rental Property located at [REDACTED] Street, Vancouver, BC. The City reported concerns relating to health and safety, fire safety, occupancy, plumbing systems, electrical systems, and building code compliance. The City further advised that the Rental Property appeared to have undergone substantial interior alterations and was being occupied in a manner inconsistent with its approved residential use.

The investigation initially involved preliminary inquiries by a CEU Compliance Officer, including identifying and contacting the registered owners of the Rental Property, S. Law and L. Law. Following

those preliminary inquiries, the matter was assigned to CEU Investigator K.O. on August 26, 2025. As the investigation progressed, the investigator expanded the scope of the inquiry to include Livewell and its directors, J. Law and M. Lo, in order to determine their respective roles in the ownership, management, operation, and administration of the Rental Property, and whether they fell within the statutory definition of “landlord” under the Act.

The investigator collected and reviewed a substantial evidentiary record that included City inspection and enforcement documents, VFRS records, tenancy agreements, Residential Tenancy Branch (RTB) dispute resolution (DRS) files and decisions, tenant statements, photographs, videos, corporate records, BC Assessment records, Land Title and Survey Authority (LTSA) records, Land Owner Transparency Registry (LOTR) records, Ministry of Social Development and Poverty Reduction (SDPR) records, and correspondence involving tenants, municipal officials, and persons associated with the Rental Property.

On September 3, 2025, CEU staff attended the Rental Property with the City’s Chief Building Official S.S. During that site visit, CEU staff observed the interior configuration of the Rental Property and obtained information from occupants concerning tenancy arrangements, rent payments, management practices, and communications with persons associated with the Rental Property. The investigator recorded observations concerning the layout and condition of the property, together with concerns identified by municipal officials regarding building safety, occupancy, plumbing systems, electrical systems, fire separation, and means of egress. All of which are contained in the supporting materials before me.

The investigator brought to my attention the municipal evidence which she suggested was significant. City and VFRS records indicated that the Rental Property, which was approved as a single-family dwelling with a secondary suite, appeared to have been reconfigured into a rooming-house style operation containing numerous sleeping rooms occupied by individual tenants. The investigator noted that a City inspection conducted on July 22, 2025, identified approximately seventeen occupants residing at the Rental Property and treated that occupancy figure as contemporaneous evidence of the number of tenancies potentially affected by the conditions identified during the investigation.

The investigator further noted that repeated and continuous municipal inspections conducted in July and August 2025 documented concerns relating to occupancy, unpermitted construction, fire safety, egress, plumbing systems, electrical systems, and building configuration. The investigator considered those records relevant to whether the Respondents had complied with their requirements under the Act and whether the documented conditions gave rise to health and safety concerns affecting tenants occupying the Rental Property. The investigator considered this evidence potentially relevant to the landlord's requirements pursuant to section 32(1) of the Act.

With respect to plumbing and electrical systems, the investigator considered and brought to my attention municipal records indicating that portions of the plumbing and electrical infrastructure had been altered without permits and that deficiencies involving those systems had been identified through repeated inspections and enforcement activity. The investigator viewed those issues as potentially relevant to whether the plumbing and electrical deficiencies at the Rental Property suggesting that they constituted emergency repair issues within the meaning of section 33(1)(a), (b), (c)(ii) and (v) of the Act.

The investigation also included an extensive review of RTB DRS proceedings involving occupants of the Rental Property. The investigator considered and brought to my attention tenancy agreements, hearing materials, documentary evidence, written submissions, and arbitrators’ decisions. The investigator

further reviewed those materials to examine the landlord structure associated with the Rental Property and the roles played by S. Law, L. Law, Livewell, J. Law, and M. Lo in relation to the operation and management of the Rental Property.

As part of that investigation, the investigator examined and brought to my attention statements made by J. Law during six RTB DRS proceedings occurring between September 15, 2025, and November 25, 2025; (September 15, September 24, November 17, November 18, November 24 and November 25, 2025). Those statements concerned matters including the configuration of the Rental Property, the extent of renovations, occupancy levels, City enforcement actions, and the relationships among individuals and entities connected to the Rental Property. The investigator compared those statements against municipal records, tenancy records, tenant evidence, and corporate records and suggested that certain statements appeared inconsistent with independent documentary evidence demonstrating the provision of false or misleading information in DRS proceedings. The investigator considered and brought to my attention those apparent inconsistencies as potentially relevant to section 87.3(1)(c) of the Act.

Upon completion of the investigation, the investigator prepared an Investigation Report and supporting disclosure materials all of which are before me now and disclosed to the Respondents. The investigation advanced three allegations:

Matter 1: That between approximately May 29, 2024, and September 17, 2025, the Respondents appear to have failed to provide and maintain the Rental Property in compliance with health, safety, and housing standards required by law, having regard to the age, character and location of the rental unit, making it suitable for occupation by a tenant, contrary to section 32(1) of the Act;

Matter 2: That between approximately May 29, 2024, and September 17, 2025, the Respondents appear to have failed to address plumbing and electrical deficiencies that constituted emergency repair issues within the meaning of section 33(1)(a), (b), (c)(ii), and (v) of the Act; and

Matter 3: That J. Law appears to have provided false or misleading information in six RTB dispute resolution proceedings between September 15, 2025, and November 25, 2025, which may result in AMPs in accordance with section 87.3(1)(c) of the Act.

The investigator ultimately recommended that I consider the imposition of AMPs in relation to each allegation. The investigator recommended seventeen one-time penalties of \$5,000.00 each for the alleged contravention of section 32(1) of the Act, a one-time penalty of \$5,000.00 for the alleged contravention involving emergency repair issues relating to plumbing and electrical systems contrary to section 33(1)(a), (b), (c)(ii), and (v), of the Act, and a one-time penalty of \$3,800.00 against J. Law in relation to the allegation of providing false or misleading information in RTB DRS proceedings.

The merits of those allegations, the weight to be given to the evidence relied upon by the investigator, and the appropriateness of any AMP are addressed in the analysis that follows.

Response to the OTBH:

As of the date of this decision, I have received no submissions or evidence from any of the Respondents in this matter. Therefore, in accordance with section 34 of the Regulation I will proceed with making my final decision based on the record before me.

Reasons for Decision:

Jurisdiction and Application of the Act

Before considering the allegations, I must first determine whether the occupancy arrangements that form the basis of this investigation were residential tenancies governed by the Act. This determination is necessary because an AMP may only be imposed where the alleged conduct relates to rights, obligations, or prohibitions arising under the Act. If the occupants affected by the alleged conduct were not tenants within the meaning of the Act, I would have no jurisdiction to make findings regarding the alleged contraventions before me.

Having reviewed the evidence, I am satisfied that the 17 persons residing at the Rental Property were tenants, rather than mere occupants or licensees, and that their living arrangements were subject to the Act.

The allegations before me concern the occupancy of rooms within [REDACTED], Vancouver, between approximately May 2024 and September 2025. The evidence establishes that individual tenants occupied specific rooms within the Rental Property pursuant to agreements that required the payment of rent and provided a right of exclusive occupation of designated living spaces. The investigation disclosed numerous written tenancy agreements identifying individual rooms, monthly rent obligations, security deposits, tenancy commencement dates, and persons identified as landlords. The agreements were structured as fixed-term or periodic residential tenancies and contemplated ongoing residential occupation of the premises.

The evidence further establishes that the tenants used the rented rooms as their residences. The tenancy agreements reviewed during the investigation identify room-specific accommodations throughout the Rental Property, including rooms located on the upper floor, main floor, and basement. The investigation additionally identified multiple occupants residing simultaneously within the Rental Property over an extended period. I note City inspection records documented approximately seventeen occupants residing within the Rental Property at the time of the July 22, 2025, inspection, while tenancy records and other evidence establish that individuals were residing at the property on an ongoing basis before the issuance of the City's Order to Vacate.

I also find significant that the alleged contraventions themselves arise directly from requirements that exist only within a landlord-tenant relationship governed by the Act. The investigation concerns allegations that residential tenants were provided accommodation in a premises that did not comply with health, safety, and housing standards required by law, having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant and that emergency repairs relating to plumbing and electrical systems were not completed while those occupants resided in the Rental Property. These allegations are predicated upon rights and duties established by sections 32 and section 33 of the Act and are alleged to have affected persons occupying the premises as tenants.

The evidence before me does not support a finding that the individuals were transient guests, licensees, or persons occupying the property for a purpose outside the scope of the Act. Rather, the record demonstrates ongoing residential occupation, payment of rent, collection of security deposits, room-specific occupancy arrangements, and written agreements governing the terms of tenancy. Taken together, these are hallmarks of residential tenancy relationships regulated by the Act.

I therefore find that the occupancy arrangements relevant to this investigation were residential tenancies governed by the Act.

Before considering the alleged contraventions, I must determine whether each Respondent is properly before me and whether each Respondent falls within the statutory definition of “landlord” in relation to the tenancies at issue. I address both issues together in the section below because the same evidence is relevant to identifying the Respondents and determining whether they were subject to obligations under the Act.

Statutory Definition of Landlord and Findings for Each Respondent

I must determine whether each Respondent meets the statutory definition of “landlord” in relation to the tenancies at issue. This analysis is necessary because the AMP provisions relied upon in this matter attach to requirements or conduct under the Act. A person may only be held liable for the alleged contraventions if the evidence establishes that the person was subject to the relevant statutory obligation or prohibition.

Section 1 of the Act defines “landlord”, in relation to a rental unit, to include:

“the owner of the rental unit, the owner’s agent or another person who, on behalf of the landlord,
(i) permits occupation of the rental unit under a tenancy agreement, or
(ii) exercises powers and performs duties under this Act, the tenancy agreement or a service agreement.”

The definition also includes a person, other than a tenant occupying the rental unit, who is entitled to possession of the rental unit and exercises any of the rights of a landlord under a tenancy agreement or the Act. The definition is therefore broader than the person named as landlord in a tenancy agreement. It may include an owner, an owner’s agent, a property manager, or another person who, in substance, performs landlord functions or exercises landlord authority in relation to the rental unit.

In this matter, the evidence demonstrates that the Rental Property was not operated through a simple landlord-tenant structure involving only one named landlord and one tenant. The record includes tenancy agreements identifying different landlords, including S. Law, Livewell, and Annie Law. The investigation also identified the involvement of S. Law, L. Law, Livewell, J. Law, and M. Lo in different capacities relating to ownership, management, maintenance, tenant communications, DRS proceedings, and the operation of the Rental Property.

The existence of multiple names on tenancy agreements does not, by itself, determine who was or was not a landlord under the Act. The proper analysis requires consideration of the substance of the relationship and the functions performed. In particular, I must consider whether each Respondent was an owner, an agent of an owner, a person acting on behalf of an owner, or a person who exercised landlord powers or performed landlord duties in relation to the tenancies at issue.

I also note that some arguments advanced in RTB DRS proceedings appear to have attempted to distinguish between S. Law as owner and Livewell as landlord. The record indicates that the position advanced in some hearings was that S. Law rented a portion of the house to Livewell, which then rented rooms to individual tenants. For the purposes of this decision, I do not accept that the existence of Livewell on certain tenancy agreements necessarily excludes the owners or other persons acting on

behalf of the owners from the definition of landlord. The Act expressly contemplates that more than one person may fall within the definition of landlord in relation to a rental unit.

In my view, the statutory definition must be applied functionally. The relevant question is not limited to whose name appeared on a tenancy agreement. The question is whether, on the evidence before me, the person owned the rental unit, acted as the owner's agent, permitted occupation under a tenancy agreement, exercised landlord powers, performed landlord duties, or otherwise acted on behalf of a landlord in relation to the tenancies.

Applying that functional approach, I make the following findings for each Respondent.

S. Law

I find, on a balance of probabilities, that during the relevant period of time S. Law was a landlord in relation to the tenancies at the Rental Property.

The evidence establishes that S. Law was a registered owner of the Rental Property. BC Assessment records identified S. Law and L. Law as owners of [REDACTED], Vancouver, B.C. and described the property as a residential dwelling. The City and VFRS records also identified S. Law as an owner in inspection and enforcement records, including records addressing unlawful construction, life-safety concerns, and the Order to Vacate.

The evidence further establishes that S. Law was directly connected to tenancy and compliance matters. The Investigation Report records that S. Law was present during City inspection activity and was identified in municipal records as an owner responsible for addressing non-compliance at the Rental Property. S. Law also communicated with CEU staff during the preliminary stage of the matter and was advised of the CEU's role and the potential for AMPs.

The tenancy and RTB evidence also support this finding. S. Law was listed as landlord on tenancy agreements, was named as landlord in multiple RTB dispute resolution applications, and attended multiple RTB hearings concerning tenants of the Rental Property, with J. Law appearing on his behalf. Those disputes addressed landlord requirements relating to repairs, maintenance, notices to end tenancy, compensation, and compliance with the Act.

In finding that S. Law was a landlord, I rely on the following evidence:

- BC Assessment and ownership records identifying S. Law as a registered owner of the Rental Property;
- City and VFRS enforcement records identifying S. Law as an owner responsible for compliance;
- tenancy agreements identifying S. Law as landlord for some occupants;
- RTB dispute resolution records naming S. Law as landlord;
- S. Law's attendance and participation in RTB proceedings; and
- S. Law's direct communication with CEU staff regarding the Rental Property and potential enforcement consequences.

Based on evidence before me, I find that S. Law was more than a passive title holder. He was an owner directly connected to the operation, administration, and regulatory compliance of the Rental Property. I therefore find that S. Law meets the definition of "landlord" under the Act and is a Respondent in these matters.

L. Law

I find, on a balance of probabilities, that during the relevant period of time L. Law was a landlord in relation to the tenancies at the Rental Property.

The evidence concerning L. Law's day-to-day involvement is more limited than the evidence concerning S. Law. However, the record establishes that L. Law was a registered owner of the Rental Property during the relevant period. The statutory definition of "landlord" expressly includes the owner of a rental unit, and the record establishes that L. Law held an ownership interest in the Rental Property.

The evidence also demonstrates that L. Law's ownership was directly connected to the matters before me. The City's enforcement correspondence, including the Standards of Maintenance Immediate Order and the Zoning and Development Enforcement Letter, was addressed to both S. Law and L. Law as owners of the Rental Property. Those municipal records concerned the same building condition, occupancy, plumbing, electrical, fire-safety that form the basis of the alleged contraventions under sections 32(1) and 33(1) of the Act.

In finding that L. Law was a landlord, I rely on the following evidence:

- BC Assessment records identifying L. Law as a registered owner of the Rental Property;
- City enforcement correspondence and orders addressed to L. Law as an owner;
- the connection between the municipal enforcement records directed to L. Law and the alleged contraventions now before me; and
- the operation of the jointly owned Rental Property as residential rental accommodation during the relevant period.

I recognize that the record contains less evidence of L. Law personally communicating with tenants, attending RTB proceedings, or directly managing the Rental Property. That distinction may be relevant to the later assessment of liability, culpability, and penalty. However, for the purpose of determining whether she meets the statutory definition of landlord, I am satisfied that L. Law was a landlord as a joint owner of the Rental Property and a Respondent in these matters.

Livewell

I find, on a balance of probabilities, that Livewell was a landlord, or at minimum acted as an agent of the landlord, in relation to the tenancies at the Rental Property.

Livewell was incorporated in BC and was identified as an active corporation, with J. Law and M. Lo listed as its directors. More significantly, Livewell was not merely identified in corporate records; it was identified in tenancy documents and tenant-related materials as playing an operational role at the Rental Property.

The Investigation Report records that Livewell was listed as landlord on tenancy agreements for individual rooms within the Rental Property. Those agreements included room-specific accommodation, rent amounts, deposits, commencement dates, and tenancy terms. Livewell's name appearing as landlord on multiple tenancy agreements is significant evidence that Livewell permitted occupation of rental units under tenancy agreements or held itself out as having authority to do so.

The evidence also establishes that Livewell was involved in property operations. Tenant and RTB materials identified Livewell as involved in tenant placement, communications, cleaning, maintenance,

and property management. In addition, a written statement attributed to Livewell stated that Livewell provided cleaning and maintenance services at the Rental Property beginning July 2, 2024, described the condition of the Rental Property, attributed some conditions to tenant conduct, and referred to internal arrangements such as the appointment of a "House Captain."

In finding that Livewell was a landlord or landlord's agent, I rely on the following evidence:

- tenancy agreements naming Livewell as landlord;
- tenant and RTB materials identifying Livewell as involved in tenant placement, communications, maintenance, cleaning, and property management;
- the September 8, 2025, written statement attributed to Livewell describing its role at the Rental Property;
- Livewell's connection to J. Law and M. Lo as corporate directors; and
- evidence that Livewell was involved in the administration and operation of the property during the period of occupancy.

Based on evidence before me, I find that Livewell's role was not limited to occasional cleaning or incidental services. Livewell was connected to the creation and administration of tenancy relationships and performed functions associated with property management and landlord authority. I therefore find that Livewell meets the definition of "landlord", or at minimum landlord's agent, under the Act and is a Respondent in these matters.

J. Law

I find, on a balance of probabilities, that J. Law was a person acting on behalf of a landlord and therefore falls within the statutory definition of "landlord" for the purposes of the Act.

I also find that J. Law is properly identified as the Respondent in relation to the allegation concerning false or misleading statements made in RTB dispute resolution proceedings.

The evidence establishes that J. Law acted as a representative for S. Law in multiple RTB dispute resolution proceedings and made submissions regarding the operation, occupancy, maintenance, renovations, and regulatory compliance of the Rental Property. The record further establishes that J. Law was a director of Livewell, a corporation that was involved in the administration and management of the Rental Property. Taken together, this evidence demonstrates a level of involvement that extended beyond occasional assistance and reflects an ongoing role in matters affecting the tenancies and operation of the Rental Property.

In the vast majority of all RTB DRS applications arising from the Rental Property, S. Law was named as the landlord and J. Law appeared and acted as the landlord's representative in the hearings. The record reflects J. Law's participation in multiple RTB proceedings, including but not limited to the September 24, 2025, hearing, the November 24, 2025, hearing, and the November 25, 2025, hearing. In those proceedings, J. Law made submissions regarding issues central to landlord obligations, including the condition of the Rental Property, occupancy arrangements, renovations, municipal enforcement activity, tenant conduct, and property management matters.

The evidence also establishes that J. Law's involvement extended beyond representing S. Law at RTB proceedings. The Investigation Report records that tenants identified J. Law as communicating with current and former tenants regarding tenancy-related matters, including disputes and tenancy issues.

The investigator cites evidence arising from the September 24, 2025, hearing and the November 27, 2025, hearing in support of this finding.

In addition, the Investigation Report records that counsel submissions during the September 17, 2025, RTB proceeding identified J. Law as being involved in the day-to-day operation of the Rental Property due to S. Law being retired. I place weight on this evidence because it was made in the context of formal RTB proceedings and is consistent with the broader record demonstrating J. Law's ongoing involvement in matters affecting the Rental Property.

The documentary evidence further supports a finding that J. Law was directly involved in operational matters at the Rental Property. J. Law and S. Law submitted invoices and correspondence relating to maintenance and cleaning activities at the Rental Property, including a July 31, 2025, invoice from Knockout Pest Control addressed to J. Law for rodent treatment services and related correspondence from the service provider concerning the need to maintain cleanliness to prevent ongoing rodent issues. These materials demonstrate J. Law's involvement in addressing maintenance concerns and coordinating services relating to the condition of the Rental Property.

I also note that J. Law and S. Law submitted a statement dated September 8, 2025, on behalf of Livewell concerning the condition and operation of the Rental Property. The statement discusses Livewell's involvement in cleaning and maintenance services, tenant conduct, operational issues within the property, and the appointment of a "House Captain." The statement further demonstrates detailed knowledge of the ongoing operation and maintenance of the Rental Property and is consistent with the broader evidence concerning J. Law's involvement in matters affecting the tenancies.

In finding that J. Law was a landlord's agent or person acting on behalf of a landlord, I rely on the following evidence:

- Corporate Registry records identifying J. Law as a director of Livewell;
- J. Law's repeated attendance and participation in RTB dispute resolution proceedings as the representative of S. Law;
- J. Law's substantive submissions in those proceedings regarding property condition, occupancy arrangements, renovations, municipal enforcement issues, tenant conduct, and management of the Rental Property;
- evidence from RTB proceedings identifying J. Law as communicating with tenants regarding tenancy-related matters;
- counsel submissions in the September 17, 2025, RTB proceeding identifying J. Law as being involved in the day-to-day operation of the Rental Property due to S. Law being retired;
- invoices, maintenance records, pest control correspondence, and related documentation demonstrating J. Law's involvement in operational and maintenance matters at the Rental Property; and
- J. Law's connection to Livewell, a corporation that was named as landlord on certain tenancy agreements and was involved in property management and maintenance functions.

I find that J. Law's role went well beyond that of an informal family assistant. The evidence establishes that he represented landlord interests in RTB proceedings, communicated regarding tenancy matters, participated in operational and maintenance activities, addressed property-condition issues, and was involved with a corporation that performed landlord or landlord-agent functions at the Rental Property.

I am therefore satisfied that J. Law exercised powers and performed duties on behalf of the landlord and falls within the statutory definition of "landlord" as an agent or person acting on behalf of the landlord.

I also find that J. Law is separately and properly identified in relation to the allegation under section 87.3(1)(c) of the Act. The alleged false or misleading statements were attributed personally to J. Law in 6 (six) RTB dispute resolution proceedings. The evidence relevant to that allegation includes the RTB hearing records, statements made by J. Law during those proceedings, and the investigator's comparison of those statements against municipal inspection records, enforcement documents, tenant evidence, corporate records, and other documentary evidence contained within the investigation file.

M. Lo

I find, on a balance of probabilities, that M. Lo was properly identified as a Respondent and that he acted through Livewell in relation to the operation and management of the Rental Property. I also find that the evidence supports treating M. Lo as a landlord's agent or person acting through Livewell for the purposes of the Act, although the evidence of his direct personal involvement is more limited than the evidence concerning S. Law, Livewell, and J. Law.

M. Lo was identified through Corporate Registry records as a director of Livewell. Livewell, as addressed above, and was involved in property management, cleaning, maintenance, tenant communications, and operational matters at the Rental Property.

I also rely on a written statement submitted on behalf of Livewell dated September 8, 2025, regarding the condition and operation of the Rental Property. The statement identifies M. Lo by name and includes his contact information. The statement describes Livewell's involvement in maintenance and cleaning services, comments on tenant conduct, discusses operational issues at the property, and references the appointment of a "House Captain." I place weight on this evidence because it was provided in evidence by the Respondent for DRS proceedings on behalf of Livewell and concerns matters within the direct knowledge of the corporation. I further find that the contents of the statement are generally consistent with other evidence before me regarding Livewell's involvement in the operation and management of the Rental Property, including tenancy agreements, tenant evidence, RTB records, and other documentary materials reviewed during the investigation.

The content of that statement connects M. Lo to Livewell's operational role and demonstrates awareness, through Livewell, of the property's residential occupancy, condition, maintenance activities, and tenant-management issues. While I do not rely on the statement as proof that M. Lo personally performed all landlord functions described within it, I do rely on it as evidence linking him to the corporate entity that was actively involved in the operation and administration of the Rental Property.

In finding that M. Lo was properly identified as a Respondent and acted through Livewell, I rely on the following evidence:

- Corporate Registry records identifying M. Lo as a director of Livewell;
- Livewell's role as named landlord in some tenancy agreements;
- Livewell's involvement in management, cleaning, maintenance, communications, and property operations;
- the September 8, 2025, written statement submitted on behalf of Livewell identifying M. Lo by name and contact information;

- the contents of that statement describing Livewell’s maintenance, cleaning, operational, and tenant-management activities at the Rental Property; and
- the relationship between M. Lo’s corporate role and Livewell’s landlord or landlord-agent functions.

I have considered whether M. Lo’s corporate directorship alone would be sufficient to make him a landlord. I find that it would not. A person does not become a landlord under the Act merely by holding the title of corporate director. However, the evidence before me does not rely on title alone. M. Lo was a director of a corporation that was named in tenancy agreements and performed landlord-related operational functions. He was also specifically identified in a statement submitted on behalf of Livewell concerning the condition, maintenance, and operation of the Rental Property.

On that basis, I find that M. Lo was sufficiently connected to Livewell’s operational role at the Rental Property to be properly identified as a Respondent and to fall within the statutory definition of “landlord” pursuant to section 87.3(8) of the Act as a person acting through, or on behalf of, the corporate landlord or landlord’s agent.

Annie Law (A. Law)

Before concluding my findings regarding the Respondents, I must address the evidence concerning A. Law.

The investigation materials include three tenancy agreements in which A. Law is identified as the landlord. I have considered whether that evidence requires me to treat A. Law as a landlord for the purposes of this decision or whether it raises concerns regarding the identification of the appropriate Respondents.

I find that it does not.

While the name appearing on a tenancy agreement is relevant evidence, it is not determinative of whether a person is a landlord for the purposes of the Act. As discussed above, the statutory definition of landlord is functional in nature and requires consideration of ownership, agency relationships, the exercise of landlord authority, the performance of landlord duties, and the person’s actual involvement in the operation, management, administration, and control of the tenancy.

The evidence before me establishes that S. Law and L. Law were the registered owners of the Rental Property. The evidence further establishes the involvement of Livewell, J. Law, and M. Lo in the operation, management, maintenance, tenant communications, RTB proceedings, and administration of the Rental Property. By contrast, the evidence concerning A. Law is limited.

Other than her name appearing on three tenancy agreements, the investigation materials do not identify A. Law as an owner of the Rental Property, a director or officer of Livewell, a participant in RTB DRS proceedings, a recipient of municipal enforcement correspondence, or a person involved in communications with the City, VFRS, the CEU, or tenants concerning the operation of the Rental Property. Nor was she identified by the investigator as a potential Respondent in this matter.

I have carefully reviewed whether the evidence establishes that A. Law exercised landlord powers or performed landlord duties in relation to the tenancies at issue. On the record before me, I am unable to

make that finding. While her name appears on certain tenancy agreements, there is insufficient evidence to conclude that she exercised control over the Rental Property, made decisions concerning its management or maintenance, collected rent, addressed tenant concerns, responded to municipal enforcement activity, or otherwise performed functions that would justify a finding of liability in relation to the contraventions established in this decision.

Accordingly, I place limited weight on the mere appearance of A. Law's name on certain tenancy agreements. On the evidence before me, I find that the individuals and entities responsible for the ownership, operation, management, maintenance, and administration of the Rental Property were the Respondents identified in this proceeding. I therefore do not consider A. Law's appearance on certain tenancy agreements to alter my findings regarding landlord status, liability, or the appropriateness of the Respondents named in this matter.

Summary:

These findings establish that each Respondent was subject to requirements arising under the Act and is capable of being held responsible for proven contraventions. These findings do not, however, determine whether any alleged contravention has been established. That determination requires a separate assessment of the evidence relating to each allegation, the conduct of each Respondent, and the applicable statutory requirements for the imposition of an administrative monetary penalty.

Analysis of Each Contravention Separately and Liability for each Respondent:

**Matter 1: Section 32(1) of the Act — Failure to Provide and Maintain the Rental Property
Statutory Requirement**

Section 32(1) of the Act requires a landlord to provide and maintain residential property in a state of decoration and repair that complies with health, safety, and housing standards required by law and, having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

The issue before me is whether, during the relevant period, the Rental Property was provided and maintained in accordance with section 32(1) of the Act. If I find that the contravention is established, I must then determine which Respondent or Respondents are liable for that contravention based on their respective roles and the evidence before me.

Relevant Period

I find that the relevant period for the section 32(1) analysis is approximately May 29, 2024, to on or about September 17, 2025. This period is supported by tenancy records showing individual room tenancies commencing as early as May 29, 2024, and by evidence that the Rental Property became unoccupied on or about September 17, 2025, following the City's Order to Vacate.

Evidence Relied Upon

The evidence before me establishes that the Rental Property was approved as a single-family dwelling, with BC Assessment identifying it as a pre-1930 residential property with a secondary suite. The municipal and BC assessment records do not identify the Rental Property as approved for use as a rooming house or as multi-room sleeping accommodation for numerous unrelated occupants.

City inspection records document that the Rental Property had been subdivided into numerous individual sleeping rooms across the main floor, attic level, and basement. The July 22, 2025, City inspection identified approximately twenty-one sleeping rooms and seventeen tenants residing at the Rental Property at the time of inspection. I find this evidence significant because it provides contemporaneous municipal evidence of both the configuration of the Rental Property and the number of occupants potentially affected by the condition of the Rental Property.

The municipal inspection and enforcement records, discussed above, document numerous deficiencies affecting the condition, configuration, safety, and lawful use of the Rental Property. I rely on those records and incorporate them by reference rather than repeating them in full.

The City issued enforcement correspondence and orders in response to the conditions observed. Those records included but were not limited to a Standards of Maintenance Immediate Order and an Order to Vacate dated August 22, 2025. The Order to Vacate required the Rental Property to be vacated due to serious safety risks arising from the condition and use of the property.

I also rely on the RTB DRS records provided by the investigator. Those records identify multiple applications involving tenants of the Rental Property and include allegations concerning rodents, mould, water ingress, fire-safety concerns, deficient egress, maintenance, repairs, and the overall suitability of the Rental Property for occupation. In at least two RTB proceedings, arbitrators found breaches of section 32 of the Act relating to rodent infestation and maintenance issues.

I further rely on the CEU site visit evidence where direct observations were made by the Investigator. On September 3, 2025, CEU staff attended the Rental Property with the City's Chief Building Official. During that attendance, the Rental Property was observed to contain approximately twenty small rooms distributed throughout the upper floor, main floor, and basement. The City representative identified concerns including narrow and unstable stairways, inadequate fire separation, deficient egress, exposed plumbing, exposed electrical wiring, and rooms that either lacked windows or contained barred windows.

Reliability and Weight of the Evidence

I place significant weight on the municipal inspection and enforcement records all of which were communicated to the Respondents. These records were prepared by City and VFRS officials acting within their inspection and enforcement authorities. The records are detailed, contemporaneous, and consistent with one another regarding the nature of the concerns identified at the Rental Property.

I also place weight on the RTB DRS records and tenancy agreements because they independently demonstrate that multiple tenants were occupying individual rooms at the Rental Property and that concerns about habitability, maintenance, rodents, mould, water ingress, fire safety, and egress were raised by occupants during the relevant period.

I find the City's Order to Vacate particularly significant. While the issuance of the Order to Vacate does not, by itself, determine liability under the Act, it is strong evidence that municipal authorities assessed the conditions at the Rental Property so unsafe and sufficiently serious to require occupants to leave.

Finding on Matter 1 - Section 32(1) of the Act

Based on the evidence before me, I find, on a balance of probabilities, that the Rental Property was not provided and maintained in a state that complied with health, safety, and housing standards required by law and making it suitable for occupation during the relevant period.

I find that the non-compliance was not limited to an isolated maintenance issue or a single tenant complaint. The evidence establishes that the Rental Property was occupied by multiple tenants while the Rental Property was configured and used in a manner inconsistent with its approved residential use, contained numerous individual sleeping rooms, and was subject to repeated municipal findings concerning life-safety, fire-safety, egress, plumbing, electrical, and occupancy concerns.

I further find that, having regard to the age, character and location of the Rental Property, the conditions identified by the City, VFRS, tenants, RTB records, and CEU site visit evidence establish that the Rental Property was not suitable for occupation by tenants during the relevant period.

I therefore find that the alleged contravention of section 32(1) of the Act is established.

Matter 1 - Finding on Section 32(1) of the Act and Respondent Liability:

For the reasons set out above, I find, on a balance of probabilities, that the section 32(1) contravention is established.

I must next determine whether each Respondent is liable for that contravention. In doing so, I have considered my findings that each Respondent falls within the statutory definition of “landlord.” I have also considered section 87.3(8) of the Act to the extent it is applicable to the involvement of directors, officers, agents, or persons acting through or on behalf of a corporate landlord or landlord’s agent. Section 87.3(8) is relevant because the evidence establishes that Livewell was involved in landlord or landlord-agent functions and that J. Law and M. Lo were both directors of Livewell. I am satisfied that section 87.3(8) applies to J. Law and M. Lo through their respective roles in relation to Livewell, and I have considered whether each authorized, permitted, or acquiesced in the conduct giving rise to the contraventions.

In applying section 87.3(8), I have considered whether the evidence establishes that a Respondent authorized, permitted, or acquiesced in the conduct giving rise to the contravention. I understand those concepts as requiring more than a person’s name appearing on a document or a mere formal association with a corporation. I have considered whether the evidence establishes actual or functional involvement, knowledge, authority, participation, or a failure to act in circumstances where the person had the ability or responsibility to do so.

The evidence establishes that the contravention concerned the condition, configuration, and operation of the same Rental Property during the same relevant period. Although the Respondents were involved in different capacities, each was sufficiently connected to the Rental Property and to the landlord functions associated with its residential use to bear responsibility for the established contravention.

S. Law

S. Law is liable as an owner-landlord of the Rental Property. His liability does not depend on section 87.3(8). The evidence establishes that he owned the Rental Property, was identified in municipal

enforcement records, attended or participated in RTB proceedings, was named in tenancy-related records, and was directly connected to the operation and regulatory compliance of the Rental Property.

I also find that S. Law authorized, permitted, or at minimum acquiesced in the continued residential occupation of the Rental Property in its non-compliant condition. The record demonstrates that he had knowledge of the City's concerns, including concerns respecting unpermitted construction, occupancy, life-safety issues, and the Order to Vacate. Despite that knowledge, the evidence does not establish that he took timely and effective steps to bring the Rental Property into compliance while tenants remained in occupancy. On that basis, I find that S. Law bears liability for the section 32(1) contravention.

L. Law

L. Law is liable as a joint owner-landlord of the Rental Property. Her liability also does not depend on section 87.3(8). The evidence establishes that she was a registered owner of the Rental Property and that municipal enforcement correspondence and orders were addressed to her as an owner.

I recognize that the evidence of L. Law's day-to-day involvement is more limited than the evidence concerning S. Law. However, the municipal records directed to her concerned the same conditions that form the basis of the section 32(1) contravention. As an owner-landlord, L. Law was not remote from the obligations arising under section 32(1). The evidence supports a finding that she permitted or acquiesced in the ongoing use of the Rental Property as residential rental accommodation despite municipal notice of serious compliance and safety concerns. There is no evidence before me that she took steps to prevent continued occupancy, require correction, seek compliance, or otherwise intervene to address the conditions identified by the City, VFRS, or CEU which at the least demonstrates acquiescence.

I therefore find that L. Law bears liability for the section 32(1) contravention.

Livewell

Livewell is liable as a landlord or landlord's agent involved in tenancy administration, property operations, cleaning, maintenance, and tenant-related matters at the Rental Property. The evidence establishes that Livewell was named as landlord on some tenancy agreements and was involved in operational functions connected to the Rental Property.

I find that Livewell permitted occupation under tenancy agreements and performed landlord or landlord-agent functions in relation to the Rental Property. The September 8, 2025, written statement submitted on behalf of Livewell further connects Livewell to maintenance, cleaning, operational issues, tenant conduct, and the appointment of a "House Captain." This evidence supports a finding that Livewell was not a detached or incidental service provider but was functionally involved in the operation and administration of the Rental Property.

I therefore find that Livewell bears liability for the section 32(1) contravention.

J. Law

J. Law is liable both as a person acting on behalf of the landlord and, where applicable, as a director of Livewell who authorized, permitted, or acquiesced in the conduct giving rise to the contravention.

The evidence establishes that J. Law acted as S. Law's representative in multiple RTB dispute resolution proceedings and made submissions relating to the operation, occupancy, maintenance, renovations, municipal enforcement activity, tenant conduct, and management of the Rental Property. The evidence also establishes that J. Law was a director of Livewell, which was involved in administration and management of the Rental Property and was identified as landlord on certain tenancy agreements.

I further rely on invoices and correspondence relating to maintenance and pest control at the Rental Property, including a July 31, 2025, invoice from Knockout Pest Control addressed to J. Law for rodent treatment services and related correspondence concerning the need to maintain cleanliness to prevent ongoing rodent issues.

This evidence demonstrates that J. Law's involvement was not limited to appearing at hearings after disputes arose. He was connected to operational and maintenance issues affecting the Rental Property during the relevant period. He represented landlord interests in RTB proceedings, addressed property-condition issues, and was involved through Livewell in landlord or landlord-agent functions.

I find that J. Law, through his own conduct and through his role with Livewell, permitted and acquiesced in the ongoing use and operation of the Rental Property in circumstances that did not comply with section 32(1). I am also satisfied that his level of involvement supports a finding that he authorized or participated in landlord-related decisions affecting the continued operation of the Rental Property. I therefore find that J. Law bears liability for the section 32(1) contravention.

M. Lo

M. Lo is liable through his role as a director and identified representative of Livewell, in circumstances where Livewell performed landlord or landlord-agent functions in relation to the Rental Property.

I do not find M. Lo liable merely because he was a director of Livewell. A corporate directorship, standing alone, would not be sufficient. However, the evidence before me is not limited to his corporate title. Livewell was directly involved in landlord or landlord-agent functions, and M. Lo was specifically identified in the September 8, 2025, written statement submitted on behalf of Livewell concerning the condition, maintenance, and operation of the Rental Property.

That evidence connects M. Lo to the corporate entity that was actively involved in the administration and operation of the Rental Property during the relevant period. In the circumstances, I find that M. Lo, through his role with Livewell, permitted or acquiesced in Livewell's continued involvement in the operation and administration of the Rental Property. The evidence does not establish that he took steps to distance himself from, correct, or prevent Livewell's involvement in the continued operation of the Rental Property once significant concerns were identified.

I therefore find, on a balance of probabilities, that M. Lo bears liability for the section 32(1) contravention through his role with Livewell and his acquiescence in Livewell's landlord or landlord-agent functions.

Conclusion on Matter 1 Liability

I do not find that the different ways in which the Respondents were involved require the section 32(1) contravention to be separated into distinct contraventions or apportioned among them. The evidence

establishes a single course of non-compliance affecting the Rental Property as a whole and the tenants occupying it during the relevant period.

S. Law and L. Law are liable as owner-landlords. Livewell is liable as a landlord or landlord's agent. J. Law is liable as a person acting on behalf of the landlord and, where applicable, as a director of Livewell who authorized, permitted, or acquiesced in the conduct. M. Lo is liable through his role as a director and identified representative of Livewell, and through his acquiescence in Livewell's landlord or landlord-agent functions.

The question of the appropriate administrative monetary penalty is addressed separately in the penalty analysis, having regard to the statutory factors and the evidence as a whole.

Matter 2: Section 32(1) and Emergency Repairs Defined Under Section 33(1)(a), (b), (c)(ii) and (v) of the Act:

Statutory Framework

This matter requires me to consider a more specific instance of non-compliance with section 32(1) of the Act. Having found that the Respondents contravened section 32(1) by failing to provide and maintain the Rental Property in compliance with applicable health, safety, and housing standards having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant, I must next consider whether certain deficiencies identified during the investigation involved emergency repairs as contemplated by section 33(1)(a), (b), and (c)(ii) and (v) of the Act.

Section 33(1) does not create an independent maintenance requirement. Rather, it identifies specific categories of repairs that are considered emergency repairs because they involve urgent circumstances affecting the health, safety, or continued use of residential property. The underlying requirement to maintain residential property arises from section 32(1) of the Act.

Accordingly, the issue before me is not whether the Respondents separately contravened section 33(1) of the Act. Rather, the issue is whether the evidence establishes that the deficiencies involving the plumbing and electrical systems at the Rental Property constituted emergency repairs within the meaning of section 33(1) and, if so, whether the failure to address those deficiencies constituted a distinct and more serious incident of non-compliance with section 32(1) of the Act in addition to the broader section 32(1) contraventions addressed above.

Relevant to this matter, section 33(1) identifies emergency repairs as including repairs that are:

- (a) urgent,
- (b) necessary for the health or safety of anyone or for the preservation or use of residential property, and include:
- (c)(ii). damaged or defective water or sewer pipes or plumbing fixtures; and
- (c)(v). damaged or defective electrical systems.

Where such conditions exist and are not addressed, the resulting failure to maintain the residential property may constitute a particularly serious breach of section 32(1) of the Act because the deficiencies extend beyond ordinary maintenance concerns and involve essential building systems affecting occupant health and safety. In those circumstances, the failure to complete the required repairs may

support a separate finding of non-compliance under section 32(1), notwithstanding that it arises from the same statutory maintenance requirement.

Evidence Relied Upon

In determining whether the deficiencies constituted emergency repairs within the meaning of section 33(1)(a), (b), (c)(ii), and (v) of the Act, I rely primarily on the municipal inspection, enforcement, and tenancy records referenced in the Investigation Report and contained in the supporting materials.

With respect to plumbing, City inspection records documented that the Rental Property contained multiple bathrooms, sinks, toilets, showers, and plumbing fixtures that had been added without permits. Inspectors observed exposed water supply and drainage piping throughout portions of the Rental Property, deficiencies relating to venting and support systems, and plumbing installations associated with the creation of numerous additional sleeping rooms and occupancy spaces. The investigation materials further indicate that significant portions of the plumbing system had been altered without the permits or approvals ordinarily required for such work.

With respect to electrical systems, City and VFRS records documented exposed wiring, electrical wiring running along walls and ceilings, added receptacles, added electrical panels and subpanels, electrical modifications associated with the reconfiguration of the Rental Property, and electrical work completed without permits. Municipal records further indicate that substantial portions of the electrical system required upgrading to comply with applicable safety standards.

I also rely on evidence that these concerns were not identified on a single occasion. Rather, the deficiencies were repeatedly documented through City inspections, VFRS inspections, municipal enforcement records, the Standards of Maintenance Immediate Order, the Zoning and Development Enforcement Letter, and ultimately the Order to Vacate issued on August 22, 2025. The deficiencies identified in those records formed part of the basis for the City's determination that the Rental Property presented significant life-safety concerns requiring corrective action.

The CEU site visit conducted on September 3, 2025, provides further corroboration. During that attendance, CEU staff and the City's Chief Building Official observed exposed plumbing, exposed electrical wiring, and deficiencies associated with the altered internal configuration and occupancy of the Rental Property.

Findings on Matter 2 - Regarding Emergency Repairs

Based on the evidence before me, I find, on a balance of probabilities, that the plumbing and electrical deficiencies identified at the Rental Property constituted emergency repair issues within the meaning of section 33(1)(a), (b), (c)(ii), and (v) of the Act.

I reach this conclusion because the deficiencies involved essential building systems serving the Rental Property as a whole. The documented concerns included altered and unpermitted plumbing installations, exposed water and drainage piping, electrical modifications completed without permits, exposed wiring, and electrical systems that municipal authorities determined required upgrading to meet applicable safety requirements.

I do not find that these were routine maintenance issues or ordinary repairs. Rather, the deficiencies were repeatedly identified by municipal inspectors as conditions requiring corrective action because of

their potential impact on occupant safety. The concerns were significant enough to form part of the basis for municipal enforcement measures, including the Standards of Maintenance Immediate Order and the subsequent Order to Vacate.

I further find that the evidence does not establish that the identified plumbing and electrical deficiencies were corrected while tenants continued to occupy the Rental Property. Instead, the evidence demonstrates an ongoing state of non-compliance that persisted throughout the relevant period and culminated in the City's determination that the Rental Property should be vacated.

Accordingly, I find on a balance of probabilities that the failure to address these plumbing and electrical deficiencies formed part of a specific and separate section 32(1) contravention. I further find that these deficiencies constituted emergency repair issues as defined by section 33(1)(a), (b), (c)(ii) and (v) of the Act and therefore represent a particularly serious section 32(1) non-compliance.

Matter 2 - Respondent Liability for the Failure to Address Emergency Repair Issues:

Having found that the plumbing and electrical deficiencies identified at the Rental Property constituted emergency repair issues within the meaning of section 33(1)(a), (b), (c)(ii), and (v) of the Act, I must determine whether the Respondents are liable for this distinct instance of non-compliance with section 32(1) of the Act.

I have already found that each Respondent meets the statutory definition of landlord and that each Respondent is liable for the broader section 32(1) contravention addressed above. I incorporate those findings by reference and do not repeat them in full here. I have also considered section 87.3(8) where applicable, particularly in relation to the involvement of J. Law and M. Lo through Livewell.

The issue in this section is narrower. Specifically, I must determine whether each Respondent was sufficiently connected to the ownership, operation, management, maintenance, administration, or control of the Rental Property to bear responsibility for the failure to address the plumbing and electrical deficiencies that I have found constituted emergency repair issues.

In making this determination, I rely on:

- the municipal inspection records documenting plumbing and electrical deficiencies throughout the Rental Property;
- the repeated identification of those deficiencies through City inspections, VFRS inspections, enforcement correspondence, the Standards of Maintenance Immediate Order, the Zoning and Development Enforcement Letter, and the Order to Vacate;
- the absence of evidence establishing that the identified deficiencies were corrected while tenants continued to occupy the Rental Property;
- the evidence connecting each Respondent to the ownership, operation, management, maintenance, administration, or control of the Rental Property;
- Livewell's acknowledged involvement in maintenance, cleaning, operational, and management functions at the Rental Property;
- J. Law's involvement in Rental Property operations, maintenance issues, pest control matters, municipal compliance issues, and RTB proceedings concerning the Rental Property; and
- M. Lo's connection to Livewell through his role as director and identified representative in the September 8, 2025, written statement concerning the operation and maintenance of the Rental Property.

I find that the plumbing and electrical deficiencies were not isolated issues affecting a single tenant or a particular rental unit. Rather, they involved core building systems serving the Rental Property as a whole. The deficiencies were repeatedly identified by municipal authorities, formed part of the basis for enforcement action, and remained relevant until issuance of the Order to Vacate.

Application to Each Respondent

S. Law and L. Law, for the reasons discussed under Matter 1, I find that S. Law and L. Law authorized, permitted, or acquiesced in the continued occupancy of the Rental Property despite the identified plumbing and electrical deficiencies. The municipal enforcement records concerning plumbing and electrical deficiencies were directed to them as owners, and those deficiencies concerned systems serving the Rental Property as a whole. I find that, as owners, they permitted or acquiesced in the continued residential occupation of the Rental Property despite the identified deficiencies and the absence of evidence of system-wide correction.

Livewell is liable as a landlord or landlord's agent involved in maintenance, cleaning, operational, and management functions. The September 8, 2025, written statement submitted on behalf of Livewell specifically addressed maintenance and cleaning services at the Rental Property. Given Livewell's operational role, I find that Livewell permitted or acquiesced in continued occupancy and operation of the Rental Property notwithstanding the plumbing and electrical deficiencies identified by municipal authorities.

J. Law is liable as a person acting on behalf of the landlord and, where applicable, as a director of Livewell. His involvement in RTB proceedings, operational matters, maintenance-related issues, pest control correspondence, and Livewell's functions supports a finding that he was connected to the ongoing operation and maintenance of the Rental Property. I find that J. Law authorized, permitted, or acquiesced in the failure to address the plumbing and electrical deficiencies.

M. Lo is liable through his role with Livewell. I do not base this finding on directorship alone. I rely on his role as a director and identified representative of Livewell, together with the evidence that Livewell was involved in maintenance, cleaning, operational, and management functions. I find that M. Lo permitted or acquiesced in Livewell's continued role in the operation and administration of the Rental Property despite the identified plumbing and electrical deficiencies.

Conclusion on Matter 2 Liability

I find that responsibility for addressing the plumbing and electrical deficiencies was not limited to any one Respondent. Consistent with my findings above, the evidence establishes that ownership, management, maintenance, operational decision-making, and landlord functions were shared among the Respondents in different capacities. The emergency repair issues arose from, and persisted within, that broader management structure.

Accordingly, I find, on a balance of probabilities, that each Respondent bears liability for this distinct section 32(1) contravention arising from the failure to address emergency repair issues involving the plumbing and electrical systems at the Rental Property, as informed by section 33(1)(a), (b), (c)(ii), and (v) of the Act.

The significance of section 33(1) in this matter is not that it creates an independent contravention. Rather, it establishes that the plumbing and electrical deficiencies involved essential building systems

affecting health and safety, thereby elevating the seriousness of the resulting non-compliance with section 32(1) of the Act and warranting consideration of separate AMPs. The appropriate AMP arising from this contravention is addressed separately in the penalty analysis.

Matter 3: Section 87.3(1)(c) of the Act — Alleged False or Misleading Information in RTB Dispute Resolution Proceedings:

Statutory Framework

Section 87.3(1)(c) of the Act permits the director to order a person to pay an AMP if satisfied, on a balance of probabilities, that the person has given false or misleading information in a dispute resolution proceeding or in an investigation.

This allegation applies only to J. Law. The issue before me is whether J. Law provided information in RTB DRS proceedings that was false or misleading, whether the information was material to the issues in those proceedings, whether the information could have affected the outcome or administration of those proceedings, and whether the circumstances support the imposition of an AMP.

In considering this allegation, I have not treated every inconsistency, error, incomplete explanation, or disputed characterization as false or misleading information. The question is whether the evidence establishes, on a balance of probabilities, that J. Law provided information that was inaccurate, incomplete, or misleading in a material way, in circumstances where he knew or ought reasonably to have known that the information did not fairly or accurately represent the facts.

Proceedings Considered

The Investigation Report identifies six RTB DRS proceedings in which J. Law may have provided false or misleading information:

- RTB hearing held September 15, 2025;
- RTB hearing held September 24, 2025;
- RTB hearing held November 17, 2025;
- RTB hearing held November 18, 2025;
- RTB hearing held November 24, 2025; and
- RTB hearing held November 25, 2025.

Based on the evidence before me J. Law appeared and acted as landlord representative in the aforementioned RTB DRS proceedings involving tenants of the Rental Property. Those proceedings concerned, among other matters, the condition of the Rental Property, the configuration and use of the building, the nature and extent of renovations, occupancy levels, City enforcement actions, and the relationships among S. Law, Livewell, and other involved parties.

Evidence Relied Upon

In assessing this allegation, I rely on the RTB DRS hearing records and decisions before me, City inspection and enforcement records, VFRS records, tenant materials, Corporate Registry records, tenancy agreements, the September 8, 2025, statement submitted on behalf of Livewell, and the investigator's comparison of J. Law's statements against independent documentary evidence.

I place significant weight on the municipal records because they were created by City and VFRS officials acting within their inspection and enforcement mandates. Those records were contemporaneous, detailed, and independent of the parties' positions in the RTB DRS proceedings.

I also place weight on the RTB DRS records because they provide the context in which J. Law made the statements at issue. The statements were not made informally or in an unrelated context. They were made in proceedings where tenants were seeking remedies under the Act and where the condition, configuration, management, and use of the Rental Property were directly relevant to the issues before the arbitrators.

Statements Concerning Renovations, Building Condition, and Permits

The Investigator highlights and I agree that, in RTB DRS proceedings which occurred on September 15, September 24, November 17, November 18, November 24, 2025, and again on November 25, 2025, J. Law denied or minimized certain violations identified in City inspection records. He asserted that work completed at the Rental Property was cosmetic in nature and that the Rental Property had been purchased "as is." He described the Rental Property as approximately 100 years old and stated that the stairs and plumbing were original to the house, with the only modification to the stairs being laminate installed over the original stairs. He also stated that the Rental Property was "completely renovated and refurbished" in July 2024 but characterized that work as consisting of paint and finishes.

The issue is not whether J. Law was entitled to dispute tenants' allegations or provide his understanding of the Rental Property's history. The concern is that his statements, viewed against the independent municipal evidence, materially minimized the nature and extent of the alterations and deficiencies identified at the Rental Property. J. Law was fully aware of these reports and misrepresented them at hearings

The City inspection and enforcement records described extensive unpermitted construction and alterations to the building's interior configuration and building systems. The records identified added rooms, altered or constructed stairways, added bathrooms and kitchens, unauthorized plumbing and electrical work, inadequate fire separation, deficient egress, and other significant health and life-safety concerns. The City's records did not characterize the concerns as limited to cosmetic work or ordinary age-related conditions.

During the CEU site visit on September 3, 2025, the City's Chief Building Official identified concerns including narrow and unstable stairways, inadequate fire separation, deficient egress, exposed plumbing, exposed electrical wiring, and rooms that either lacked windows or contained barred windows. Those observations were consistent with the municipal inspection and enforcement records.

I find that J. Law's statements concerning the nature and extent of renovations, permits, and building condition were misleading. They minimized the scope of the documented alterations and deficiencies and were inconsistent with independent municipal inspection and enforcement records.

Statements Concerning Occupancy and Use of Space

The Investigator highlights and I agree that in the November 18, 2025, and November 25, 2025, DRS proceeding, J. Law stated the house contained approximately nineteen rooms, including dens, but maintained that not all rooms were rented and that there were never more than twelve occupants living

at the Rental Property at one time. He also stated that no rental spaces had been added after S. Law purchased the Rental Property.

The municipal evidence does not support those statements. The July 22, 2025, City inspection documented approximately twenty-one subdivided sleeping rooms across the main floor, attic, and basement levels. The same inspection recorded seventeen occupants residing at the Rental Property at that time. City inspectors observed features consistent with room-by-room rental, including individually identified rooms and keyed bedroom doors.

Tenant evidence also raised concerns about occupancy levels. The Investigator refers me to tenant evidence indicating that approximately seventeen occupants resided at the Rental Property and to materials showing a higher number of occupants than J. Law stated in RTB proceedings. This was also consistent with statements made by City and VFRS officials who both separately stated that approximately 17 tenants were residing at the Rental Property over the relevant period.

I find that J. Law's statements regarding occupancy levels and whether rental spaces had been added were misleading. The statements materially understated the number of occupants and the extent to which the Rental Property had been used as multi-room residential accommodation. These were material issues because the proceedings concerned habitability, repairs, maintenance, rent claims, compensation, and compliance with obligations under the Act.

Statements Concerning City Enforcement and Required Remediation

The Investigator highlights and I agree that in the November 17, 2025, November 18, 2025, November 24, 2025, and the November 25, 2025, DRS Proceedings J. Law stated that the City's concerns were primarily attributable to the age of the house and that older houses would not meet current building standards. He stated that the stairwell was the primary issue leading to the City's Order to Vacate and suggested that, aside from the stairwell and "a couple of smoke alarms," there was "not too much due." He further indicated that City staff had advised that the stairs could remain because the house was built that way.

The municipal records do not support those statements. The City's records identified multiple categories of serious deficiencies, including unauthorized construction, unpermitted electrical and plumbing work, inadequate fire separation, egress deficiencies, barred bedroom windows, additional bathrooms and kitchens, exposed drainage and water piping, electrical systems assessed as non-compliant, and use of the property in a manner inconsistent with its approved residential use. The City issued a Standards of Maintenance Immediate Order, an Order to Vacate, and later a Zoning and Development Enforcement Letter.

The Investigator states that she did not identify, nor is there evidence before me that City records advising that the stairway could remain without remediation or that remediation was unnecessary. City permit searches conducted by the investigator did not identify permit applications related to legalization or removal of the unpermitted construction.

I find that J. Law's statements concerning the scope and significance of City enforcement were misleading. The statements created the impression that the City's concerns were narrow, primarily age-related, and capable of being resolved through limited measures. That impression was inconsistent with

the municipal records, which documented significant building, fire, plumbing, electrical, occupancy, and life-safety concerns.

Statements Concerning Bedroom Door Locks

The Investigator brings to my attention statements made by J. Law stated in the September 24, 2025, RTB DRS proceeding that the City required all bedroom door locks to be removed and that an order existed to that effect.

The investigator compared that statement with City records and communications. The Investigation Report states that City records did not include an order directing removal of bedroom door locks. The Report further records that, on August 28, 2025, the City's Chief Building Official advised the investigator that, to his knowledge, there were no documented instructions requiring removal of door locks, appliances, or lightbulbs. The City records reviewed by the investigator did not include an order directing removal of bedroom door locks.

I find, on a balance of probabilities, that J. Law's statement regarding a City order requiring removal of bedroom door locks was false or misleading. If there was no such order, the statement inaccurately attributed action to the City and could have affected how an arbitrator assessed responsibility for changes to tenants' rooms or security arrangements.

Statements Concerning Livewell and Family or Business Relationships

The Investigator highlights and I agree that in the September 17, 2025, and the November 24, 2025, DRS proceedings that J. Law stated that Livewell was a wholly independent legal entity and that there were no family connections. In another hearing, evidence was led concerning T.Y. Ko, Livewell, and S. Law's business relationship.

I have determined that the broader record establishes that J. Law was a director of Livewell and that Livewell was connected to the operation and management of the Rental Property. The Investigation Report further records that, in multiple RTB DRS proceedings, J. Law identified S. Law as his father. In a subsequent CEU complaint submission on behalf of S. Law, J. Law referred to S. Law as "my dad."

I find that J. Law's statements concerning the absence of family connections and the relationship between the parties was false. The statements had the effect of distancing Livewell and J. Law from S. Law and from the Rental Property's landlord structure, despite evidence demonstrating family, corporate, and operational connections.

Materiality and Potential Impact

I find that the false or misleading information was material.

The statements were not peripheral. They related directly to issues being determined in RTB DRS proceedings, including:

- whether the Rental Property complied with health, safety, and housing standards;
- whether tenants were entitled to compensation or rent reductions;
- whether claimed maintenance or repair issues were caused by tenants or by the landlord's conduct;
- whether the City's enforcement action confirmed serious safety or compliance concerns;
- the lawfulness and extent of the Rental Property's altered configuration;

- the number of occupants and use of the building;
- who was acting as landlord or landlord representative; and
- whether actions affecting tenants' rooms or security were required by municipal authorities.

The statements could have affected the outcome of RTB DRS proceedings because they were directed to factual issues relevant to liability, compensation, credibility, and the scope of landlord responsibility. Even where a particular statement did not ultimately determine the result of a proceeding, the provision of false or misleading information in formal DRS proceedings undermines the reliability of the adjudicative process and may affect how evidence is weighed.

The persons potentially impacted included the tenants who were parties to the RTB DRS proceedings, other tenants residing at the Rental Property whose tenancy and safety were connected to the same conditions, and the RTB DRS process itself. The statements also had the potential to affect the director's ability to assess the Respondents' conduct accurately in the later CEU investigation.

Knowledge, Intent, and Circumstances of the Statements

I have considered whether the evidence establishes that J. Law intended to provide false or misleading information.

Direct evidence of subjective intent is not required in every case. Intent may be inferred from the circumstances, including the nature of the statements, the speaker's role, the information available to the speaker, the repeated nature of the statements, and the degree to which the statements are inconsistent with independent records.

J. Law was not an uninvolved third party. I have found that he acted on behalf of the landlord, participated in RTB DRS proceedings, made submissions about the Rental Property, was a director of Livewell, and was connected to operational and maintenance issues affecting the property. He made statements on subjects that were central to the management, operation, configuration, condition, and regulatory status of the Rental Property.

The municipal inspection and enforcement records existed before or during many of the RTB DRS proceedings at issue. The City had issued enforcement correspondence, conducted inspections, and issued an Order to Vacate. J. Law's statements were not isolated inaccuracies on minor details. They concerned repeated themes, including the extent of renovations, occupancy levels, City enforcement, required remediation, and relationships among persons involved in the Rental Property.

I find that J. Law knew or ought reasonably to have known that the statements did not fairly reflect the documented municipal findings and the broader record concerning the Rental Property. At minimum, the evidence establishes that J. Law provided information in a manner that materially minimized, obscured, or misstated facts relevant to the RTB DRS proceedings. I therefore find that the circumstances support an inference that the information was provided intentionally or, at minimum, with reckless disregard for its accuracy.

Findings on Matter 3 - Section 87.3(1)(c) of the Act

Based on the evidence before me, I find, on a balance of probabilities, that J. Law gave false or misleading information in RTB dispute resolution proceedings within the meaning of section 87.3(1)(c) of the Act.

I make this finding based on the cumulative effect of the statements identified above. J. Law's statements concerning renovations and permits, occupancy levels, City enforcement and remediation requirements, bedroom door locks, and the relationship between Livewell and the other Respondents were materially inconsistent with independent municipal records, tenant evidence, corporate records, and other documentary evidence reviewed during the investigation.

I further find that the information was material to the proceedings in which it was provided and had the potential to affect the outcome or administration of those proceedings. The information related to issues central to tenant claims, landlord responsibility, repair obligations, compensation, credibility, and the proper understanding of the Rental Property's condition and management.

Accordingly, I find on a balance of probabilities that the statutory threshold under section 87.3(1)(c) of the Act is met. The question of whether an AMP should be imposed against J. Law, and the appropriate amount of any such penalty, is addressed separately in the penalty analysis.

Should Administrative Monetary Penalties Be Imposed?

I have considered the factors set out in section 87.3(2) of the Act in deciding whether to impose AMPs against the Respondents. I have also considered the totality of the evidence before me, the findings I have made above, the purposes of administrative enforcement, the seriousness of the contraventions, the Respondents' opportunity to be heard, and whether an AMP is necessary, reasonable, and proportionate in the circumstances.

An AMP is not imposed automatically simply because a contravention has been established. The question at this stage is whether, having regard to the nature of the contraventions and the surrounding circumstances, an AMP is warranted as a regulatory response.

For the reasons that follow, I find that in these matters AMPs are necessary, reasonable, and appropriate.

Nature and Seriousness of the Contraventions

The contraventions established in this decision are serious.

The first matter concerns the Respondents' failure to provide and maintain the Rental Property in compliance with health, safety, and housing standards required by law and having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant as required by section 32(1) of the Act. The evidence establishes that the Rental Property was occupied by multiple tenants while it was configured and used in a manner inconsistent with its approved residential use. The non-compliance was not limited to an isolated repair issue, a single tenant complaint, or a technical breach. Rather, the Rental Property contained numerous individual sleeping rooms, was occupied by approximately seventeen occupants at the time of the July 22, 2025, City inspection, and was subject to repeated municipal findings concerning life safety, fire safety, egress, plumbing, electrical systems, occupancy, and unpermitted construction.

The second matter concerns a more specific and distinct instance of non-compliance with section 32(1) of the Act, arising from the failure to address plumbing and electrical deficiencies that I have found constituted emergency repair issues within the meaning of section 33(1)(a), (b), (c)(ii), and (v) of the Act.

These deficiencies involved essential building systems serving the Rental Property as a whole. They were not routine maintenance concerns. They were repeatedly identified by municipal authorities as requiring corrective action and formed part of the basis for municipal enforcement measures, including the Order to Vacate.

The third matter concerns J. Law's provision of false or misleading information in RTB DRS proceedings. I have found that the statements were material, repeated, and related to issues central to those proceedings, including the configuration of the Rental Property, the nature and extent of renovations, occupancy levels, City enforcement requirements, bedroom door locks, and the relationship between the parties involved in the landlord structure. Providing false or misleading information in a formal DRS process is serious because it may affect the reliability of the adjudicative process, the assessment of credibility, the determination of landlord responsibility, and the remedies available to tenants, public confidence in the DRS processes and overall Public Interest.

Taken together, the proven contraventions involved residential accommodation occupied by multiple tenants, serious health and life-safety concerns, essential building systems, and the integrity of RTB DRS proceedings. I find that the nature and seriousness of the contraventions strongly support the imposition of AMPs.

Duration and Persistence of the Non-Compliance

The evidence establishes that the contraventions were not momentary or immediately corrected. The relevant period for the broader section 32(1) contravention was approximately May 29, 2024, to on or about September 17, 2025. During that period, tenants occupied rooms at the Rental Property while the property was configured and operated in circumstances that did not comply with applicable health, safety, and housing standards.

The emergency repair issues involving plumbing and electrical systems were also not shown to have been corrected while tenants continued to occupy the Rental Property. The records before me do not establish that the broader plumbing and electrical deficiencies were remedied, legalized, or corrected through permitted work during the period of occupancy. Instead, the evidence demonstrates an ongoing state of non-compliance that persisted through municipal inspections, enforcement correspondence, and ultimately the issuance of the Order to Vacate.

The persistence of the conditions is relevant. It demonstrates that the concerns were not promptly resolved once identified and that the risk to occupants continued for a meaningful period.

Notice, Knowledge, and Opportunity to Correct

I also find that the Respondents had notice of the relevant concerns.

The City issued correspondence and orders identifying serious concerns relating to the condition, configuration, and use of the Rental Property. Municipal inspection and enforcement records were directed to the owners and identified issues requiring corrective action. The CEU also provided notice of the investigation and disclosure of the evidentiary record to the Respondents before this decision was made.

The Respondents were provided with a meaningful opportunity to respond, provide evidence, contest the allegations, explain their conduct, identify corrective steps, or provide mitigating information. No Respondent provided submissions or evidence in response.

I do not treat the absence of submissions as an admission of liability. However, the absence of submissions means there is no evidence before me that would reduce the seriousness of the contraventions, establish that the deficiencies were corrected while tenants remained in occupation, demonstrate that the Respondents took timely and effective steps to comply, or otherwise persuade me that an AMP is unnecessary.

Impact on Tenants and Public Interest

The impact of the contraventions was significant.

The evidence establishes that multiple tenants occupied the Rental Property while the conditions identified above existed. Those tenants were not affected by isolated defects limited to one room or one discrete complaint. The conditions concerned the overall configuration, use, safety, and habitability of the Rental Property.

The Order to Vacate is particularly significant in assessing impact and public interest. While the Order to Vacate does not itself determine liability under the Act, it is persuasive evidence that municipal authorities assessed the conditions at the Rental Property as sufficiently serious to require occupants to leave.

There is a strong public interest in ensuring that residential tenants are not housed in premises that fail to meet basic health, safety, fire, plumbing, electrical, and occupancy standards. There is also a strong public interest in ensuring that landlords and those acting on their behalf provide accurate information in RTB proceedings. These objectives support the imposition of AMPs in this case.

Necessity of AMPs

I have considered whether an AMP is necessary or whether the findings themselves would be sufficient. I find that AMPs are necessary. The evidence establishes serious and sustained non-compliance involving multiple tenants and significant life-safety concerns. The record also shows that municipal enforcement steps had already occurred, including inspection activity, enforcement correspondence, an Immediate Standards of Maintenance Order, a Municipal Ticket Information, and an Order to Vacate. Despite those interventions, there is no evidence before me that the broader deficiencies were corrected while tenants continued to occupy the Rental Property.

In these circumstances, a non-monetary response would not adequately reflect the seriousness of the conduct, the number of tenants affected, the duration of the non-compliance, or the need to promote future compliance with the Act.

With respect to J. Law, an AMP is also necessary to address the separate concern that false or misleading information was provided in RTB DRS proceedings. The DRS process depends on parties providing accurate information. Where false or misleading information is provided on material issues, an AMP may be necessary to promote the integrity of that process and deter similar conduct.

Proportionality and Separate Matters

I have also considered whether the three matters should be treated separately for penalty purposes. I find that they should.

Matter 1 concerns the broader failure to provide and maintain the Rental Property in compliance with health, safety, and housing standards required by section 32(1) of the Act. That contravention affected the suitability of the Rental Property for occupation by multiple tenants.

Matter 2 concerns a distinct and more specific instance of section 32(1) non-compliance, involving plumbing and electrical deficiencies that constituted emergency repair issues within the meaning of section 33(1). Although this matter arises from the same statutory maintenance obligation under section 32(1), it is not duplicative of Matter 1. It concerns specific essential building systems, urgent health and safety implications, and deficiencies affecting the Rental Property as a whole.

Matter 3 concerns different conduct by one Respondent, J. Law, namely the provision of false or misleading information in RTB DRS proceedings. That conduct is distinct from the maintenance and emergency repair findings and engages separate concerns relating to the integrity of the dispute resolution process which is why it triggers section 87.3(c) of the Act.

For these reasons, I find that separate AMPs should be considered for each matter.

Conclusion on Whether AMPs Should Be Imposed

Having considered the statutory factors, the evidentiary record, the nature and seriousness of the contraventions, the number of tenants affected, the duration of the non-compliance, the repeated municipal involvement, the lack of evidence of timely correction, the Respondents' opportunity to be heard, and the need for compliance and deterrence, I find that AMPs should be imposed.

I find that AMPs are necessary, reasonable, and appropriate for the two section 32(1) contraventions established against the Respondents. I also find that an AMP is necessary, reasonable, and appropriate against J. Law in relation to the false or misleading information provided in RTB DRS proceedings.

The appropriate amount of each AMP is addressed below.

Amount of penalty

Quantum of Penalty — Matter 1: Section 32(1) of the Act

Having found that the Respondents contravened section 32(1) of the Act in relation to Matter 1 I must now determine the appropriate AMP.

In determining quantum, I have considered section 87.3(2) of the Act, section 87.4(1) of the Act, Policy Guideline 41, the Investigator's Administrative Penalty Assessment, and the evidence before me. I have considered the Investigator's scoring and analysis as a useful framework, but I have reached my own conclusions regarding the appropriate penalty.

Policy Guideline 41 provides a scoring framework for assessing penalty quantum. Under that framework, each applicable aggravating factor may be assigned a value, and the overall value may be used to guide

the penalty amount. The guideline also recognizes that a value of 35 or more out of 70 indicates a very serious contravention and may support the statutory maximum penalty of \$5,000.00

For Matter 1, the Investigator assessed a total value of 55 and recommended seventeen one-time AMPs of \$5,000.00 each, based on seventeen concurrent tenancies identified during the July 22, 2025, City inspection.

For the reasons that follow, I accept that the recommended value and penalty is reasonable, appropriate and proportionate to the contraventions.

1. Previous Enforcement Actions for Similar Contraventions

I assign a value of **5** for previous enforcement actions.

The evidence establishes that the Respondents were subject to multiple enforcement and compliance actions before and during the relevant period. On June 12, 2025, the City advised S. Law and L. Law that illegal suites had been constructed at the Rental Property without required permits and that continued use of unpermitted suites was prohibited unless valid permits were obtained. The City provided two options: legalize the suites through permitting and licensing or remove the unpermitted suites and associated work.

The City then issued a Standards of Maintenance Immediate Order identifying life-safety concerns, including barred bedroom windows and missing ceiling drywall with an exposed electrical junction box. A Municipal Ticket Information was also issued by VFRS to S. Law for Fire By-law contraventions relating to life-safety concerns, including approximately 20 sleeping units created without permit approval, extensive work done without permits, deficient fire protection, egress issues, undersized and uninspected fire extinguishers, non-interconnected smoke alarms, and absence of a carbon monoxide detector.

On August 22, 2025, the City issued an Order to Vacate requiring the Rental Property to be vacated because the conditions constituted an unsafe condition that could cause undue hazard or risk to life, limb, or health. The Order cited contraventions of municipal zoning, building, electrical, safety, and fire requirements.

The CEU also issued a Notice of Investigation to S. Law, L. Law, and Livewell on August 28, 2025, and later issued Updated Notices involving J. Law and M. Lo.

I find that these enforcement actions demonstrate escalating regulatory concern regarding the same underlying conditions at the Rental Property. A value of 5 is appropriate because the record does not show prior CEU AMPs of the same nature, but it does show a substantial history of municipal and CEU enforcement action directed at the same unsafe and non-compliant use of the Rental Property.

2. Repeated Contraventions

I assign a value of **10** for repeated contraventions.

The July 22, 2025, City inspection recorded that the Rental Property had been subdivided into approximately twenty-one constructed sleeping rooms and identified approximately seventeen occupants residing at the Rental Property at that time.

The Investigator also reviewed ten tenancy agreements relating to occupancy at the Rental Property during the relevant period. Those agreements identified individual tenants occupying rooms at the Rental Property, with tenancy commencement dates from May 29, 2024, to June 8, 2025. Although those agreements did not capture every occupant present at any given time, they demonstrated that the Rental Property housed multiple unrelated tenants on an ongoing basis.

I find that the contravention was repeated because the same failure to maintain the Rental Property in compliance with health, safety, and housing standards affected multiple concurrent tenancies. Each tenant occupied residential accommodation within the same non-compliant building configuration and was exposed to the same overall condition of the Rental Property.

A value of 10 is appropriate because the contravention was not limited to one tenancy or one rental unit. The evidence supports that approximately seventeen tenancies were concurrently affected.

3. Continuous Nature of the Contravention

I assign a value of **10** for continuous contravention.

The relevant period for the section 32(1) contravention is approximately May 29, 2024, to on or about September 17, 2025. This period reflects the earliest tenancy identified after the extensive alterations and the approximate date when the Rental Property became unoccupied following the Order to Vacate.

The municipal inspection reports, enforcement correspondence, and Order to Vacate indicate that the conditions were not temporary or quickly corrected. They reflected ongoing structural configuration issues, fire separation deficiencies, egress concerns, electrical and plumbing concerns, and unlawful rooming-house use.

I find that the non-compliance continued over an extended period while tenants remained in occupation. A value of 10 is appropriate because the evidence supports a sustained course of non-compliance over approximately fifteen months.

4. Gravity and Magnitude

I assign a value of **10** for gravity and magnitude.

The gravity of this contravention was extremely high. City and VFRS findings described significant life-safety hazards associated with the interior configuration and use of the Rental Property, including egress and exiting deficiencies, absence of required fire protection for the level of occupancy, unpermitted work, and unsafe building conditions. The VFRS assessment described the Rental Property as posing a severe life-safety risk to occupants.

As previously discussed, I place significant weight on the City's Order to Vacate as evidence that municipal authorities considered the identified conditions sufficiently serious to require occupants to leave the Rental Property.

The magnitude was also substantial because the risk was not confined to one tenant or one room. The Rental Property had been subdivided into approximately twenty sleeping units and approximately seventeen occupants were identified at the time of inspection.

I find that a value of 10 is warranted. The potential consequences included serious injury or death in the event of fire or other emergency. The risk affected multiple occupants and concerned fundamental aspects of safe residential occupation.

5. Extent of Harm to Others

I assign a value of **5** for extent of harm.

The evidence establishes actual harm to multiple tenants. The Investigator relied on RTB DRS evidence from at least five tenants. Those tenants described rodent infestations, mould, poor air quality, persistent coughing, nightmares, mental health impacts, distress related to repeated entries, lack of windows, fire alarm concerns, unsafe conditions, lack of egress, sleep disruption, inability to focus on employment, and loss of housing.

██████████, a Tenant living at the Rental Property also reported experiencing shock after vacating the Rental Property and difficulty securing alternative housing.

I find that the record establishes actual harm beyond inconvenience. The harm included physical health concerns, mental distress, sleep disruption, and housing instability. I assign a value of 5 because the evidence establishes meaningful harm to multiple tenants, while recognizing that the record does not quantify all physical, psychological, or financial harm experienced by each of the approximately seventeen occupants.

6. Deliberateness

I assign a value of **5** for deliberateness.

The evidence supports a finding that the contravention was deliberate within the meaning of Policy Guideline 41. The Rental Property appears to have been extensively altered from a single-family dwelling with a secondary suite into approximately twenty-one sleeping rooms. Such a reconfiguration required intentional planning and construction. The evidence does not support that the condition of the Rental Property resulted from an accidental or unforeseen event.

The City advised the owners on June 12, 2025, that illegal suites had been constructed without permits and that continued use was prohibited unless legalized. Despite that notice, tenants remained in occupancy until approximately September 17, 2025, and the record does not establish that the Respondents sought permits, made substantive inquiries regarding compliance, or undertook corrective work sufficient to bring the property into lawful compliance.

I also find it significant that the evidence does not show meaningful regulatory inquiry before or after the alterations. Where a residential property is reconfigured to accommodate numerous unrelated occupants in separate rooms, a reasonable landlord or property operator would be expected to make inquiries regarding zoning, building, fire, electrical, plumbing, and tenancy law requirements before permitting occupation.

I assign a value of **5** because the evidence supports a finding that the Respondents knowingly, or with willful blindness, authorized, permitted, or acquiesced in the continued non-compliant use and occupation of the Rental Property, particularly after receiving notice from the City regarding unlawful

construction, occupancy concerns, and the need for corrective action. The evidence demonstrates that the non-compliance was not accidental, inadvertent, or the result of an unforeseen maintenance failure.

I do not assign a higher value because, although the evidence establishes collective responsibility for the continued operation of the Rental Property, it does not establish that all Respondents exercised the same degree of control over the decisions that led to the creation of the unlawful configuration or the continuation of the non-compliance. A value of **5** therefore appropriately reflects a significant level of deliberateness while recognizing the differing roles played by the Respondents.

7. Economic Benefit

I assign a value of **10** for economic benefit.

The evidence establishes that the reconfiguration of the Rental Property into multiple sleeping rooms generated, or was capable of generating, substantial rental income. The Investigator identified documented rent from multiple tenancy agreements and calculated that the combined documented rental income across nine tenancies averaged approximately \$5,903 per month. Applying the average rent to approximately seventeen occupants identified by the City inspection suggested potential gross monthly rental revenue in the range of approximately \$11,000 to \$11,200. Over the approximately fifteen-month period of non-compliance, that could represent potential gross revenue exceeding \$160,000.

I do not rely on the Investigator's calculation as a precise accounting of all revenue received. The record does not permit exact calculation of every payment made by every tenant during the entire period. However, I accept the calculation as a reasonable estimate demonstrating the scale of economic benefit made possible by the rooming-house configuration.

The economic benefit was directly connected to the contravention. The increased rental revenue depended on operating the property with numerous individual tenancies in a configuration that did not comply with applicable health, safety, and housing standards. I find that the scale of the financial benefit strongly supports the maximum value of 10.

8. Correction Efforts

I assign a value of **0** (zero) for correction efforts.

Correction efforts are treated as mitigating. In this case, the evidence does not establish meaningful or timely correction of the broader section 32(1) contravention.

I accept that some discrete deficiencies identified in the Standards of Maintenance Immediate Order were later remedied, including missing ceiling drywall, an exposed junction box, and barred bedroom windows. However, those steps did not address the broader non-compliance involving unlawful configuration, occupancy, fire-safety concerns, egress deficiencies, plumbing and electrical issues, and unpermitted construction.

The City's December 2, 2025, meeting notes indicated that no follow-up communication outlining next steps had been received from the owners, and City permit searches conducted on February 5, 2026, did not identify permit applications to legalize or remove the unpermitted construction.

The Respondents also did not provide evidence in response to the CEU process demonstrating corrective action, remediation, permitting, or other steps that would mitigate the penalty.

I therefore assign no mitigating credit for correction efforts.

Overall Value and Penalty Amount

The values I assign are:

- Previous enforcement actions: **5**
- Repeated contraventions: **10**
- Continuous contravention: **10**
- Gravity and magnitude: **10**
- Extent of harm: **5**
- Deliberateness: **5**
- Economic benefit: **10**
- Correction efforts: **0**

The total value is **55**.

Under Policy Guideline 41, a value of 35 or more indicates a very serious contravention and may support the statutory maximum AMP of \$5,000.00. A value of 55 is substantially above that threshold.

I therefore find that the appropriate penalty for each Matter 1 contravention is **\$5,000.00**

Whether the \$5,000.00 Penalty Should Be Applied to Each of the 17 Tenancies

I have separately considered whether it is reasonable and proportionate to apply the \$5,000.00 penalty to each of the seventeen tenancies relied upon by the Investigator for Matter 1.

I have considered carefully whether the evidence supports the use of seventeen separate penalties, particularly because each penalty is being imposed at the statutory maximum. I recognize that some parts of the record refer to “approximately” seventeen occupants. I do not treat that wording as determinative on its own. Rather, I have considered the totality of the evidence to determine whether I am satisfied, on a balance of probabilities, that at least seventeen tenancies were affected by the section 32(1) contravention.

I am satisfied that the evidence supports that conclusion.

The July 22, 2025, City inspection identified approximately twenty-one constructed sleeping rooms within the Rental Property and recorded seventeen occupants residing at the property at that time. The record also contains other evidence indicating that the Rental Property contained between approximately twenty-one and twenty-three separately constructed living or sleeping spaces. I do not rely on the number of constructed rooms alone as proof of the number of tenancies. However, the number of rooms is relevant because it corroborates the evidence that the Rental Property had been configured and operated for room-by-room residential occupation by numerous separate tenants who were not related to each other.

The tenancy agreements and RTB DRS records provide further support. The Investigator reviewed tenancy agreements identifying individual room rentals, rent amounts, tenancy commencement dates,

and landlords associated with the Rental Property. Those agreements confirm that the Rental Property was not being occupied as a single household or as one undifferentiated shared tenancy. Rather, the evidence demonstrates separate room-based residential tenancies operating within the same building.

I have also considered that the ten tenancy agreements specifically reviewed by the Investigator do not, by themselves, account for every occupant identified during the July 22, 2025, inspection. However, I do not find that this prevents reliance on the seventeen-occupant figure. The tenancy agreements are not the only evidence of occupancy. They are part of a broader evidentiary record that includes municipal inspection records, RTB DRS materials, tenant evidence, CEU site visit information, and the observed room-by-room configuration of the Rental Property. Taken together, this evidence supports a finding that the Rental Property was occupied by at least seventeen residential occupants under separate tenancy arrangements during the relevant period.

I further find that the Investigator's reliance on seventeen tenancies was conservative. The evidence before me indicates that the Rental Property contained more constructed rooms than the number of tenancies used for penalty purposes. The Investigator did not recommend penalties based on the higher number of constructed rooms. Instead, the recommendation was based on the number of occupants identified during the July 22, 2025, City inspection. I find that approach reasonable because it avoids treating unoccupied or uncertain rooms as separate contraventions and instead anchors the penalty assessment to the number of occupants identified by municipal inspection evidence.

I therefore find, on a balance of probabilities, that seventeen separate tenancies were affected by the section 32(1) contravention. Even if the exact number of occupants fluctuated at different points during the relevant period, I am satisfied on a balance of probabilities that no fewer than seventeen separate tenancies were affected for the purpose of assessing penalty.

In accordance with section 87.3(1)(a) I find that each tenancy was subject to separate section 32(1) contraventions. I do not rely on speculation or on the mere existence of constructed rooms. I rely on the combined effect of the inspection evidence, tenancy documents, tenant evidence, RTB DRS materials, and my findings that the tenancy arrangements were governed by the Act.

The evidence establishes that the section 32(1) contravention affected the Rental Property as a whole. However, the impact of that contravention was experienced through individual tenancies. Each affected tenant resided in the Rental Property under a separate room-based residential tenancy agreements. Each tenancy involved occupation of space within the same unsafe and non-compliant configuration. Each tenant was exposed to the same overall conditions affecting habitability, fire safety, egress, plumbing, electrical systems, and lawful use.

A single penalty would not adequately reflect the scale of the contravention. It would treat the failure to maintain a property occupied by at least seventeen tenants as equivalent to the same failure affecting one tenancy. That would not be proportionate to the number of persons placed at risk or to the scale of the rental operation.

I also find that the per-tenancy approach is not duplicative. The evidence supports that the same section 32(1) contravention was repeated across multiple concurrent tenancies. Each tenancy represented a separate residential agreement affected by the Respondents' failure to provide and maintain the Rental

Property in accordance with section 32(1) of the Act. The fact that the underlying building conditions were shared does not eliminate the separate impact on each tenancy.

I have considered whether the total penalty of \$85,000.00 is disproportionate. I find that it is not. The total amount reflects:

- at least seventeen tenants affected;
- a sustained period of non-compliance;
- very serious health and life-safety concerns;
- the issuance of an Order to Vacate;
- significant potential economic benefit from the rooming-house configuration;
- lack of meaningful corrective action; and
- the need for specific and general deterrence.

The maximum penalty for each tenancy is justified because the risk to each affected tenant was substantial. The evidence supports that the conditions created risks that could have resulted in serious injury or death in the event of fire, blocked egress, electrical failure, or another emergency. In those circumstances, a lower penalty would not adequately reflect the seriousness of the contravention, the number of affected tenants, or the public interest in deterring similar conduct.

Accordingly, I impose seventeen one-time AMPs of \$5,000.00 for each contravention, for a total of \$85,000.00, jointly against the Respondents for Matter 1.

Quantum of Penalty — Matter 2: Section 32(1) and Emergency Repairs Defined Under Section 33(1)(a), (b), (c)(ii) and (v) of the Act:

Having found that the Respondents contravened section 32(1) of the Act by failing to address plumbing and electrical repairs and deficiencies that constituted emergency repair issues within the meaning of section 33(1)(a), (b), (c)(ii) and (v), I must determine the appropriate AMP.

In determining quantum, I have considered section 87.3(2) of the Act, section 87.4(1) of the Act, Policy Guideline 41, the Investigator's Administrative Penalty Assessment, and the evidence before me. I have treated the Investigator's Administrative Penalty Assessment as a helpful framework, but I have reached my own conclusion regarding the appropriate penalty.

For Matter 2, the Investigator assessed a total value of 47 and recommended a one-time AMP of \$5,000.00 against the Respondents. Although the calculated amount under the Policy Guideline 41 formula would exceed \$5,000, section 87.4(1) limits a monetary penalty to a maximum of \$5,000.00

For the reasons that follow, I accept the recommended penalty.

1. Previous Enforcement Actions for Similar Contraventions

I assign a value of **3** for previous enforcement actions.

I have considered that the plumbing and electrical deficiencies were identified through escalating municipal and CEU involvement. The Standards of Maintenance Immediate Order identified missing ceiling drywall with an exposed electrical junction box. The Municipal Ticket Information issued by VFRS identified extensive unpermitted electrical and plumbing work within the Rental Property. The Order to

Vacate dated August 22, 2025, further identified electrical and plumbing work carried out throughout the building, including multiple bathrooms and kitchens, and specifically referenced exposed drainage and water piping.

The CEU Notice of Investigation and Updated Notice also advised the Respondents of potential failures relating to repairs and maintenance, including the period leading up to the Order to Vacate.

I assign a value of 3 because the record establishes meaningful enforcement activity directed to the same plumbing and electrical safety concerns. However, I do not assign a higher value because the evidence does not establish previous CEU AMPs or a longer history of similar administrative penalties before this investigation.

2. Repeated Contraventions

I assign a value of **10** for repeated contraventions.

The July 22, 2025, City inspection documented approximately twenty-one constructed sleeping rooms and approximately seventeen occupants. The same inspection identified electrical wiring mounted along wall and ceiling surfaces without permits, wiring emerging from ceilings and walls, junction boxes with unclear source connections, and wash basins installed within rooms without required GFCI protection.

Coordinated inspections on August 12 and August 20, 2025, further identified unauthorized modifications to plumbing drainage and water distribution systems, multiple sinks and toilets added without permits, exposed drainage and water piping throughout the building, added electrical subpanels and receptacles, and electrical installations that did not comply with the Canadian Electrical Code.

I find that the emergency repair issues were repeated because the same type of non-compliance affected multiple occupied areas and multiple concurrent tenancies. The deficiencies were not confined to one fixture, one room, or one isolated repair. They were connected to plumbing and electrical systems serving the Rental Property as a whole. Given the number of tenancies potentially affected and the property-wide nature of the deficiencies, a value of 10 is appropriate.

3. Continuous Nature of the Contravention

I assign a value of **10** for continuous contravention.

The relevant period is approximately May 29, 2024, to on or about September 17, 2025. During that period, tenants occupied the Rental Property while plumbing and electrical systems had been altered without permits and were later identified by municipal authorities as unsafe or non-compliant.

The records do not show that the plumbing and electrical deficiencies were temporary conditions that were promptly corrected. Rather, the deficiencies reflected system-wide issues involving unpermitted plumbing drainage and water distribution systems, multiple added sinks and toilets, exposed drainage and water piping, added electrical subpanels and receptacles, and electrical installations that did not comply with applicable standards.

I find that the non-compliance was continuous because the evidence supports that the deficiencies persisted over an extended period while tenants continued to occupy the Rental Property. A value of 10

is appropriate given the sustained nature of the conditions and the absence of evidence showing timely correction.

4. Gravity and Magnitude

I assign a value of **10** for gravity and magnitude.

The gravity of this contravention is very high. The deficiencies involved plumbing and electrical systems, which are essential building systems necessary for safe residential occupation. Deficiencies in those systems may create risks including electrical shock, fire, water damage, sanitation concerns, and unsafe use of the residential property.

The magnitude was also significant. The deficiencies were not limited to one room or one tenancy. The municipal inspection records identified plumbing and electrical deficiencies throughout the Rental Property, across multiple levels, and within a building occupied by approximately seventeen occupants at the time of the July 22, 2025, inspection.

The Order to Vacate confirms the seriousness of the overall safety concerns. While the Order to Vacate does not itself determine the AMP amount, it is persuasive evidence that the City considered the condition of the Rental Property sufficiently unsafe to require occupants to leave.

I therefore assign the maximum value of 10. The plumbing and electrical deficiencies involved essential systems, affected the Rental Property as a whole, and created significant potential risks to occupant health and safety.

5. Extent of Harm to Others

I assign a value of **2** for extent of harm.

The evidence establishes some actual harm associated with plumbing, mould, water intrusion, and electrical concerns, but the record does not permit a precise finding of actual harm to every occupant arising specifically from the plumbing and electrical deficiencies.

The Investigator identified evidence from the November 24, 2025, DRS hearing, in which tenant S.N. provided testimony about water leaks, mould, rodent activity, and an unsafe and unhealthy environment, and referred to inspection reports identifying electrical hazards and plumbing code violations. The Investigator also identified evidence from the September 24, 2025, DRS hearing, in which tenant L.M. provided testimony about mould and stated that the unit did not meet health and safety standards.

I accept that this evidence establishes actual harm to identified tenants, including health and safety concerns connected to water, mould, and electrical or plumbing deficiencies. However, I assign a value of 2 because the evidence of actual harm specifically attributable to the emergency repair issues is more limited than the evidence of potential harm. The potential harm was very serious, but the actual harm proven on this record is more confined.

6. Deliberateness

I assign a value of **4** for deliberateness.

The evidence supports a finding that the plumbing and electrical deficiencies did not arise solely from ordinary deterioration, age, or unforeseen system failures. Rather, they were connected to extensive unpermitted additions and alterations undertaken to support a substantially increased level of occupancy at the Rental Property. City records identified multiple added bathrooms, kitchens, plumbing connections, electrical subpanels, receptacles, and related work completed without the permits or approvals ordinarily required for such modifications.

I find that the scale and nature of these alterations support an inference of purposeful conduct. A reasonable landlord or property operator undertaking, authorizing, or permitting modifications to core building systems would be expected to obtain the necessary permits, consult qualified professionals where required, and ensure that the systems could safely support the intended use of the property before permitting residential occupation.

I assign a value of **4** because the evidence supports a finding that the Respondents, through their respective roles, authorized, permitted, or acquiesced in the creation and continuation of the conditions that gave rise to the emergency repair issues. The evidence establishes that the deficiencies were not accidental, isolated, or unforeseen, but arose within the context of deliberate alterations to the Rental Property and continued occupancy despite mounting municipal concerns regarding plumbing, electrical, and life-safety issues.

I do not assign a higher value because, while the evidence establishes significant deliberateness and collective responsibility for the continued non-compliance, the Respondents held different roles in the ownership, operation, management, and administration of the Rental Property. In my view, a value of **4** appropriately reflects substantial deliberate or willfully blind conduct while recognizing the differing levels of involvement established on the evidence.

7. Economic Benefit

I assign a value of **8** for economic benefit.

The evidence establishes that the Rental Property was reconfigured from a single-family dwelling with a secondary suite into a rooming-house style operation with approximately twenty-one constructed sleeping rooms and approximately seventeen occupants at the time of the July 22, 2025, inspection. The same reconfiguration that generated increased rental income also involved unpermitted plumbing and electrical modifications later identified as unsafe or non-compliant.

I find that the economic benefit is directly connected to this contravention. The increased occupancy and rental revenue were made possible by the same altered configuration that required plumbing and electrical modifications. Those modifications were completed without the required permits or approvals and created the conditions that later required urgent corrective action.

I assign a value of 8 because the evidence supports a substantial financial benefit from the rooming-house configuration. I do not assign the maximum value of 10 because the record does not permit a precise calculation of the portion of economic benefit specifically attributable to the plumbing and electrical deficiencies as distinct from the broader section 32(1) contravention.

8. Correction Efforts

I assign a value of **0** (zero) for correction efforts.

Correction efforts are mitigating. In this matter, the evidence does not establish meaningful or timely correction of the plumbing and electrical deficiencies while tenants continued to occupy the Rental Property.

The City inspections on July 22, August 12, and August 20, 2025, identified extensive unpermitted alterations and modifications to plumbing and electrical systems. Despite the Standards of Maintenance Immediate Order, the Municipal Ticket Information, and the Order to Vacate, the record does not demonstrate that the Respondents undertook comprehensive corrective measures to address the plumbing and electrical deficiencies during the period of occupancy.

The record also does not establish that system-wide electrical or plumbing deficiencies were remedied through permitted work, that qualified contractors were engaged to bring the systems into compliance, or that permit applications were filed to legalize or correct the work. Meeting notes dated December 2, 2025, indicated that no follow-up communication outlining next steps had been received from the owners, and City permit searches conducted on February 5, 2026, did not identify permit applications relating to legalization or correction of the unpermitted plumbing or electrical systems.

I therefore assign no mitigating credit for correction efforts.

Overall Value and Penalty Amount

The values I assign are:

- Previous enforcement actions: 3
- Repeated contraventions: 10
- Continuous contravention: 10
- Gravity and magnitude: 10
- Extent of harm: 2
- Deliberateness: 4
- Economic benefit: 8
- Correction efforts: 0

The total value is **47**.

Under Policy Guideline 41, a value of 35 or more indicates a very serious contravention and may support the statutory maximum AMP. A value of 47 is well above that threshold. Applying the Policy Guideline 41 formula would produce a calculated amount above \$5,000.00; however, section 87.4(1) of the Act limits the payable AMP to \$5,000.00.

I therefore find that the appropriate AMP for Matter 2 is \$5,000.00.

Proportionality and Why a Single Penalty Is Appropriate

I have considered whether the \$5,000 penalty for Matter 2 is proportionate, particularly in light of the penalties imposed for Matter 1.

I find that it is.

Matter 2 is related to Matter 1, but it is not duplicative. Matter 1 addresses the broader failure to provide and maintain the Rental Property in compliance with health, safety, and housing standards across multiple tenancies. Matter 2 addresses a narrower and more serious subset of that non-compliance: the failure to address plumbing and electrical deficiencies that constituted emergency repair issues within the meaning of section 33(1).

I find that a separate AMP is warranted because plumbing and electrical systems are essential building systems. The deficiencies were identified throughout the Rental Property, were associated with the unpermitted reconfiguration of the building, and created urgent health and safety concerns. Addressing these deficiencies as a separate matter reflects their distinct seriousness without duplicating the full per-tenancy penalty imposed for Matter 1.

I also find that a single penalty, rather than a per-tenancy penalty, is appropriate for Matter 2. The plumbing and electrical deficiencies involved systems serving the Rental Property as a whole. Although all occupants may have been exposed to the risk associated with those systems, the failure to address the plumbing and electrical deficiencies is most appropriately treated as one property-wide contravention rather than as seventeen separate tenant-specific contraventions.

A \$5,000.00 penalty is proportionate because it reflects:

- the seriousness of the plumbing and electrical deficiencies;
- the potential risk to occupant health and safety;
- the fact that the deficiencies affected essential building systems;
- the repeated municipal identification of the deficiencies;
- the duration of the non-compliance;
- the absence of meaningful corrective action;
- the economic benefit connected to the altered configuration; and
- the need to deter landlords and property operators from permitting residential occupation where essential systems have been altered without required permits or safety approvals.

I therefore impose a one-time AMP of \$5,000 against the Respondents for Matter 2.

Quantum of Penalty — Matter 3: Section 87.3(1)(c) of the Act — False or Misleading Information in RTB Dispute Resolution Proceedings

For Matter 3, the Investigator recommended a one-time administrative monetary penalty of \$3,800.00 against J. Law for providing false or misleading information in six RTB DRS proceedings. The recommended amount was derived from an assessment conducted under Policy Guideline 41, resulting in a value of 27 and a calculated penalty of approximately \$3,834.00, which was rounded to \$3,800.00. Before determining the appropriate quantum, I must address the analytical framework that applies to this matter.

Unlike Matters 1 and 2, this matter concerns the provision of false or misleading information in DRS proceedings which can result in AMPs in accordance with section 87.3(1)(c) of the Act. Section 87.3(2)(b) requires consideration of the seven statutory factors when assessing penalties arising from contraventions of the Act. However, Policy Guideline 41 recognizes that those factors are not necessarily applicable when a penalty is imposed for providing false or misleading information, failing to comply

with an order, or failing to comply with a demand for records. The Guideline expressly contemplates that some of the seven factors may not be relevant in such circumstances.

Accordingly, I have not approached Matter 3 as a formal scoring exercise. In my view, attempting to mechanically apply every section 87.3(2)(b) factor to allegations of false or misleading information risks creating an artificial appearance of precision that is not required by either the Act or suggested in Policy Guideline 41.

That said, I have reviewed the Investigator's assessment carefully. Although I am not bound by the scoring exercise, I find that the Investigator's analysis provides a useful and objective framework for considering the seriousness of the conduct, the circumstances in which it occurred, and the proportionality of the proposed penalty. I have therefore considered the Investigator's assessment as one relevant factor among many in determining the appropriate quantum.

Having conducted my own review of the evidence, I find that the recommended penalty of \$3,800.00 is reasonable and appropriate.

I place significant weight on the materiality of the information that was provided. The false or misleading statements I have identified were not peripheral matters. They concerned the condition and configuration of the Rental Property, the extent of renovations, occupancy levels, the nature and significance of City enforcement actions, the existence of alleged City requirements regarding bedroom door locks, and the relationships among persons and entities involved in the landlord structure. These were issues directly relevant to the proceedings and capable of influencing findings regarding landlord responsibility, tenant entitlement to remedies, credibility, and the overall assessment of the evidence.

I also place considerable weight on the repeated nature of the conduct. The false or misleading information was not confined to a single hearing or a single inaccurate statement. Rather, substantially similar themes arose across six separate RTB DRS proceedings occurring between September 15, 2025, and November 25, 2025. In my view, repetition across multiple proceedings significantly aggravates the seriousness of the conduct because it increases both the potential impact on the adjudicative process and the likelihood that the conduct was not merely inadvertent.

I further place significant weight on deliberateness. As discussed in my findings above, J. Law was not a peripheral participant. He acted as a landlord representative, was a director of Livewell, and spoke on matters central to the operation, management, occupancy, condition, and regulatory status of the Rental Property. Many of the statements concerned matters that were within his direct knowledge or were readily capable of verification. I have already found that the circumstances support an inference that the information was provided intentionally or, at minimum, with reckless disregard for its accuracy. That finding significantly aggravates the seriousness of the conduct.

I have also considered the potential impact of the conduct. Although the evidence does not permit me to conclude that any particular RTB decision would necessarily have been decided differently absent the false or misleading information, the conduct nevertheless had the potential to affect how arbitrators assessed credibility, weighed evidence, and determined the issues before them. In my view, harm to the integrity of the adjudicative process is itself a relevant consideration, even where a direct causal connection between the misinformation and a particular outcome cannot be conclusively established.

I also find it significant that there is no evidence of corrective action. There is no evidence before me that J. Law sought to correct, clarify, retract, or otherwise address any of the misleading information after it had been provided.

At the same time, I have considered factors weighing against the imposition of the statutory maximum penalty. Unlike Matters 1 and 2, this contravention did not involve direct life-safety risks, emergency repair issues, unsafe occupancy conditions, or the potential for serious physical harm. Nor does the evidence permit me to quantify a specific financial benefit obtained as a direct result of the misleading statements. While the conduct was serious and had the potential to influence proceedings, the evidence of actual measurable harm flowing directly from the misinformation remains more limited than the evidence supporting Matters 1 and 2.

For that reason, I do not find that the maximum penalty of \$5,000 is necessary or proportionate. However, I am equally satisfied that a nominal or substantially reduced penalty would fail to reflect the seriousness of providing false or misleading information across six separate dispute resolution proceedings. Such a result would not adequately promote the integrity of the dispute resolution process or provide meaningful deterrence.

Balancing all of these considerations, I find that the Investigator's recommended penalty appropriately reflects the seriousness of the conduct while remaining proportionate to the actual and potential consequences established on the evidence. Although I have not adopted the Investigator's numerical scoring exercise as my own, my independent assessment leads me to the same conclusion regarding the appropriate quantum.

Accordingly, I impose a one-time AMP of \$3,800.00 against J. Law for providing false or misleading information in DRS proceedings in accordance with section 87.3(1)(c) of the Act.

Overall Proportionality of the Penalties

I have considered the totality of the penalties and whether the resulting amounts are proportionate. For Matters 1 and 2, I find that the penalties reflect the seriousness and scale of the non-compliance. The Rental Property was occupied by multiple tenants while subject to significant health, safety, fire, plumbing, electrical, and occupancy concerns. The maximum penalty for Matter 1 is justified on a per-tenancy basis because each tenancy was separately affected by the broader section 32(1) contravention. The maximum penalty for Matter 2 is justified because the plumbing and electrical deficiencies involved essential building systems and emergency repair issues affecting the Rental Property as a whole.

For Matter 3, the penalty is directed only to J. Law and addresses separate conduct involving false or misleading information in RTB DRS proceedings. That penalty is not duplicative of the maintenance-related penalties because it protects a different public interest: the integrity of the dispute resolution process.

I am satisfied that the penalties imposed are necessary to promote compliance with the Act, to deter similar conduct, and to reflect the seriousness of the established contraventions. I am also satisfied that the penalties do not exceed the amounts recommended in the Opportunity to Be Heard materials and are within the statutory maximums available under the Act.

Accordingly, I impose the following administrative monetary penalties:

1. **Matter 1:** Seventeen one-time AMPs of \$5,000.00 each, for a total of \$85,000.00, against the Respondents.
2. **Matter 2:** One one-time AMP of \$5,000.00 against the Respondents.
3. **Matter 3:** One one-time AMP of \$3,800 against J. Law.

The total administrative monetary penalties imposed jointly against all Respondents are \$90,000.00.

A separate one-time AMP against J. Law for \$3,800.00.

Please note that the Act allows for separate monetary penalties of up to \$5,000.00 for each day a contravention continues. At this time, I am setting the penalty at \$90,000.00 jointly for matters 1 and 2 and the penalty amount of \$3,800.00 for matter 3 with the expectation that this will ensure your compliance with the Act and the existing decisions and orders of the RTB.

Please be advised that should you continue to contravene the related sections of Act or refuse to comply with the existing orders of the director concerning the Rental Property, you may be subject to additional penalties of up to \$5,000.00 for each day the contravention continues.

Pursuant to section 9(5)(d) of the Act, the RTB will be publishing the decision and summary thereof with respect to the administrative penalty proceedings against you, including your penalty payment status.

The administrative monetary penalties imposed by this decision total \$93,800.00. Of that amount, \$90,000.00 is payable jointly by the Respondents and \$3,800.00 is payable solely by J. Law. The penalties are payable to the Minister of Finance. Please submit the payment to:

Scott McGregor
Director, Compliance and Enforcement Residential Tenancy Branch
PO Box 9298 Stn Prov Govt
Victoria, BC V8W 9J8

Date by which penalty must be paid

Section 35 of the Regulation states that an administrative penalty must be paid within 60 days after the date of the order. **Please send your payment to my attention at the address noted above by October 02, 2026.**

Sections 87.3 (4) through 87.3 (7) of the Act provide opportunities for the Director to consider alternatives to enforcing all or part of an Administrative Penalty. Any request to consider an alternative can be sent to my attention at the address provided above before the payment due date. The request should include your proposal for an agreement including:

- the actions you propose to take,
- the date by when you propose to have completed those actions, and
- the amount by which you propose the administrative penalty be reduced or whether you propose the administrative penalty be cancelled if those actions are completed by that date.

If an agreement is entered into and you fail to complete the required actions by the specified date, the administrative penalty will once again be due and payable.

Right to have Director reconsider the decision imposing the penalty

Under section 87.8 of the Act, you have the right to apply to the Director for a review of the matters set out in this notice. Division 2 of Part 5 of the Act applies to any such review. Please note that, as outlined in section 87.8 (4) of the Act, a decision or order of the Director may be reviewed only on one or more of the following grounds:

- a) the person couldn't be heard because of unanticipated circumstances beyond their control;
- b) the person has new and relevant evidence that was not available before the director imposed the administrative penalty;
- c) a procedural error materially affected the decision to impose the administrative penalty or the amount of the administrative penalty;
- d) a technical irregularity or error materially affected the decision to impose an administrative penalty or the amount of the administrative penalty;
- e) the director did not determine an issue they were required to determine.

An application for review of a decision or order of the Director:

- a) must be made in the approved form and in the manner approved by the Director,
- b) must be accompanied by the fee prescribed in the regulation,
- c) must be accompanied by full particulars of the grounds for review and the evidence on which the applicant intends to rely, and
- d) may be made without notice to any other party.

The time limit for filing an application for review is within 15 days after you have received a copy of this decision. In accordance with section 89(3)(e) of the Act and section 43(4)(b) and 44 of the Regulation, you will be deemed to have received this decision on the third day after it is emailed.

Should you wish to exercise this right, complete an Application for Review Consideration of an Administrative Penalty (form #RTB-56). Be sure to clearly indicate the grounds for the review and include all evidence that supports your claim. Submit your application along with the \$50.00 filing fee in person at a Residential Tenancy Branch office or Service BC location or by mailing the form to the Burnaby RTB office. If you submit the form by mail, ensure it is postmarked by Canada Post staff and sent within the 15-day review period. You may pay the filing fee by sending a certified cheque or money order payable to the Minister of Finance to the Residential Tenancy Branch Office or by paying in person at the RTB Burnaby Office or in person at a Service BC Office.

You can find additional information including the Application for Review Consideration of an Administrative Penalty on this webpage: <https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/compliance-and-enforcement/enforcement-process>

Recovery of Administrative Penalty

As set out in section 87.9(1) of the Act, an administrative penalty is a debt due to the government. Failure to pay the penalty as ordered will result in the debt being transferred to the Ministry of Finance where interest will accrue and collection action being taken.

In addition, section 59(5)(b) of the Act gives the RTB the authority to refuse applications for dispute resolution, with respect to any matter, if the applicant owes outstanding fees under this Act to the government.

Dated at Victoria, British Columbia this 28 day of July, 2026.

Signature On Original
Signature On Original
Signature On Original
Signature On Original

Scott McGregor
Director, Compliance and Enforcement Residential Tenancy Branch
PO Box 9298 Stn Prov Govt
Victoria, BC V8W 9J8
Email: [REDACTED]

Enclosed:

Administrative Penalty Orders
Residential Tenancy Branch Administrative Penalty Policy Guideline 41