

From: [Emma O](#)
To: [Legislative Services email](#)
Subject: Emma O'Brien Pandora Avenue Appeal
Date: May 9, 2025 7:41:00 AM
Attachments: [Response to Appeal.pdf](#)
[ReservationsUpcoming - Airbnb to April 30, 2025.pdf](#)
[Reservations Completed - Airbnb 2024-April 30, 2025.pdf](#)
[Letter From Separation Lawyer.pdf](#)
[Long Term Business Licence Renewal request and reinder 2025.pdf](#)
[Olivia Statement and Uber receipts.zip](#)

Good Morning,

Please find attached all documents related to my appeal for my Primary Residence Licence 2025 with the City of Victoria.

1. Response to appeal. My full response
2. Reservations Completed - A complete list of all my guest visits for 2024
3. Reservations Upcoming - Proof I have no upcoming bookings
4. Letter From Separation Lawyer - Proof of separation, primary residence, status of utility Bills and more as described in my response
5. Long Term Business License 2025 (unrenewed) - Proof of good standing
6. My daughter Olivia's Statement and Uber Receipts from Dec 2024 - April 2025 supporting proof of residency

I would like to thank Legislative Services for their professionalism, answers and kindness.

And thank you for allowing me the opportunity to present my appeal.

With Gratitude,

Emma O'Brien

May 9, 2025

Hi There,

Thank you for receiving and considering my appeal to the inspector's refusal to provide me with a Primary Residential Short Term Rental License for 2025.

Response to Facts

I agree with the majority of the facts as inline with my argument

5. The appellant and William Brown have owned the property at 305-528 Pandora Avenue since January 31, 2022.

Agreed

6. The property is zoned OTD-1 (Old Town District – 1 Zone). This zone does not permit short-term rentals except as a 'home occupation' under Schedule 'D'.

Agreed

7. In 2022 and 2023, the appellant and William Brown obtained a non-principal resident short-term rental licence for 305-528 Pandora Avenue.

Agreed.

8. On December 29, 2023, the appellant and William Brown applied for a 2024 principal resident short-term rental licence at 305-528 Pandora Avenue. The application form reflected William Brown as the primary contact [Appendix C-D].

Agreed. And 2024

9. On January 4, 2024, City staff contacted William Brown to schedule an inspection, offering two of the next available dates [Appendix D].

Agreed

10. On January 4, 2024, William Brown contacted staff to accept an inspection appointment. William Brown stated the appellant would be in attendance as he was out of town on business [Appendix D].

Agreed

11. On January 5, 2024, William Brown contacted staff stating that while the property was

his principal residence, he is gone for a significant period of time in the year and wishes to operate without the restrictions of a principal resident licence [Appendix D].

Agreed.

12. On January 5, 2024, City staff responded to William Brown stating the application submitted was for a principal resident licence type. Staff requested confirmation that William Brown and the appellant wished to change the application to a non-principal resident short-term rental licence [Appendix D].

Agreed.

13. On January 5, 2024, William Brown replied to City staff stating, 'I confirm that the

application can be changed to non-principal residence license' [Appendix D].

Agreed

14. On January 6, 2024, William Brown contacted City staff requesting clarification regarding the two short-term rental licence types and explaining his circumstances, including the extent to time he spends away from the property [Appendix D].

Agreed.

15. On January 8, 2024, City staff changed the appellant and William Brown's 2024 application from a principal resident short-term rental licence application to a non-principal short-term rental licence type and approved the licence.

Agreed. The license I required for my legal STR's Jan 15, 2024 - April 29, 2024.

16. On January 9, 2024, City staff responded to the appellant and William Brown's January 6, 2024, email inquiry, stating that the non-principal resident licence had been issued per the request on January 5, 2023. Staff explained the regulations related to the principal resident short-term rental licence type and noted the approved non-principal resident licence could be cancelled should they wish to pursue a principal resident licence [Appendix D].

Agreed

17. On January 9, 2024, the appellant and William Brown replied to staff confirming they would proceed with the non-principal resident licence type [Appendix D].

Agreed

18. On July 7, 2024, the appellant submitted an application for a long-term rental licence at 305-528 Pandora Avenue [Appendix E].

Agreed

19. On July 16, 2024, the appellant was approved for a long-term rental licence at 305-528 Pandora Avenue.

Agreed. Appropriate licence for the single long term guest I hosted

20. On July 19, 2024, City staff observed the appellant's Airbnb listing offering a 2-night minimum stay with an unlawful short-term rental licence. The Airbnb calendar reflected availability starting November 17, 2024, with available dates throughout November and December 2024 [Appendix F].

Agreed

21. On July 19, 2024, the appellant and William Brown were notified through the B.C. Provincial portal that they were currently operating short-term rentals at 305-528 Pandora Avenue in non-compliance as their non-principal licences were unlawful as of May 1, 2024 [Appendix G].

Agreed

22. On July 19, 2024, the appellant contacted City staff by phone regarding the notification of unlawful short-term rentals. The appellant acknowledged the listing was non-

compliant and stated it was unintentional. The appellant informed staff they would contact Airbnb to change the listing. Staff informed the appellant a follow up email would be sent summarizing the discussion and recorded in the file for reference [Appendix G].

Agreed.

23. On July 21, 2024, William Brown contacted City staff regarding the notification of non-compliance. William Brown stated the listing was compliant, as it was offering a 91-night minimum night stay with no availability until November 2024. William Brown questioned if the City had completed due diligence before sending a notification to the operator and platform. William Brown requested a response from staff [Appendix F].

Agreed

24. On July 22, 2024, City staff responded to William Brown, providing the evidence captured on July 19, 2024, reflecting the Airbnb listing for 305-528 Pandora Avenue offering a minimum 2-night stay. Staff informed William Brown that the appellant had already contacted City staff on July 19, 2024, and promptly changed the listing to comply with the regulations [Appendix F].

Agreed.

25. On September 16, 2024, William Brown submitted an application by email for a 2024

Principal Resident Short-Term Rental Licence for 305-528 Pandora Avenue [Appendix J]. The submission included an application reflecting the appellant as the applicant, and the appellant's government issued identification but failed to include a utility bill. The email also included correspondence William Brown's sent to the strata executive for 528 Pandora Avenue between September 14-15, 2024. The communication dated September 14, 2024, stated:

'I am submitting the attached form on behalf of Emma (co-owner) for signatures so we can submit to the city for a primary residence STR licence. Emma will maintain suite 305 as her primary residence and our current 90-day rental will depart in November. She could not apply for the primary residence licence prior to this but now that the 160-day limit has been put in place this has changed things so that she can rent as an STR while occupying the suite for the balance of the year (limiting STR through Airbnb to 160 days max)We would appreciate your signature so we can move forward with submission to the city.' [Appendix I]

Agreed.

26. On September 20, 2024, William Brown resubmitted the 2024 Principal Resident Short-Term Rental application for 305-528 Pandora Avenue and included a utility bill in his name. The correspondence did include the strata executive's reply on September 15, 2024, reflecting the signatures had been obtained, but William Brown's September 14, 2024, communication had been removed from the email thread [Appendix K].

Agreed

27. On September 25, 2024, City Staff informed William Brown the application failed to meet the requirements as the utility bill did not reflect the name of the appellant, who was the declared applicant and principal resident on the form [Appendix K].

Agreed

28. On September 26, 2024, William Brown responded to City Staff stating the utility bills

were in his name as he was the co-owner and former common-law partner of the appellant. William Brown stated that as result of the City regulations requiring it, the bills had now been changed to reflect the appellant, and they would provide proof of the change [Appendix K].

Agreed

29. On October 24, 2024, the appellant resubmitted a 2024 Principal Resident Short-Term

Rental application for 305-528 Pandora Avenue. The application form was the same application provided in September by William Brown, as the signatures matched the earlier submission. However, the appellant provided all required proof of resident documents in their name. The application was submitted to the City by email and William Brown was copied on the communication [Appendix L].

Agreed

30. On October 29, 2024, City staff contacted the appellant to schedule an inspection, offering an inspection appointment on October 31, 2024, or November 6, 2024 [Appendix L].

Agreed

31. On October 31, 2024, the appellant replied to City staff and stated they would be unavailable until the end of November. The appellant requested an inspection appointment after November 23, 2024 [Appendix L].

Agreed

32. On November 6, 2024, City staff replied to the appellant and offered an inspection appointment on November 25, 2024 [Appendix L].

Agreed

33. On November 6, 2024, the appellant responded to City staff confirming the inspection appointment on November 25, 2024 [Appendix L].

Agreed

34. On November 8, 2024, City staff observed the appellants Airbnb listing for 305-528 Pandora Avenue offering a minimum 91-night stay available as of November 17, 2024 [Appendix M].

Agreed.

35. On November 25, 2024, City staff contacted the appellant to reschedule the inspection for that day, due to staff illness. The inspection was rescheduled for November 28, 2024 [Appendix L].

Agreed

36. On November 28, 2024, a Bylaw Officer inspected the home. The purpose of the inspection was to understand the layout of the home and business plan for a potential short-term rental. The Bylaw Officer was led through the inspection by the appellant. The inspection revealed the home contained one bedroom, one bathroom, a kitchen, living room and small deck. The Bylaw Officer stated that few personal items were observed throughout the condominium. The appellant stated to the Bylaw Officer 'somebody said to me you have to make sure like you look like you live there, and it's like how do you prove you live somewhere?'. The Bylaw Officer observed the bedroom having a bed, two side tables and two closets. One closet contained empty hangers, towels, and a luggage stand similar to those in hotels. The second closet contained a few clothing garments on hangers, and the shelf was full of pillows and bedding. The appellant stated the closet is used for her clothes. The Bylaw Officer noted that the clothing items were hung evenly spaced, appearing to create the illusion there were more items present. In discussing the business plan, the appellant stated she would be offering the whole home while away. The appellant informed the Bylaw Officer that during guest stays she would be locking off one bedroom closet as she had too many clothes. The Bylaw Officer asked the appellant when she planned to operate. The appellant stated she would not be operating in 2024 and planned to operate while away from May to September 2025 [Appendix N-P].\

Disagree

37.

Between November 28 and December 9, 2024, the application was reviewed in full including the results of the inspection, open-source data and internal records. The review revealed inconsistencies, including few personal effects in the unit upon November 28, 2024, inspection. The appellant declared to the Bylaw Officer the intention was to operate short-term rentals from May to September 2025 and had no intention to operate in 2024. However, the appellant's Airbnb listing for 305-528 Pandora Avenue was actively offering a minimum night stay of 91 nights, with a full calendar availability.

Additionally, the appellant's Airbnb listing included a recent review from a guest stating they occupied the property for five months and left in November 2024. The other Airbnb listing reviews prior to May 1, 2024, showed multiple reviews per month, indicating the property was actively operating short-term rentals prior to the five-month occupant. This information is supported by the data provided by the B.C Provincial Government as of May 1, 2024. The appellant's Airbnb listing was not

captured by the province, confirming that the November 2024 guest occupied the property for more than 90 consecutive days.

In consideration of all evidence, and that a principal resident short-term rental licence requires the premise to be the operator's principal residence, and the onus falls solely to the applicant to prove eligibility, the Licence Inspector determined the appellant had not met the requirements set out in the Short-Term Rental Regulation Bylaw and Schedule D – Home Occupations [Appendix A-R].

Disagree with the conclusion

38. On December 9, 2024, the Licence Inspector advised the appellants that the application for a short-term rental licence at 305-528 Pandora Avenue had been rejected as it failed to meet the requirements set out in the Short-Term Rental Regulation Bylaw and Schedule D – Home Occupations. The appellant was issued two letters regarding the licensing decision. The second letter was provided shortly after the identification of a clerical error in the first letter [Appendix S].

IV. Relevant Regulation

Agreed

39. The City regulates short-term rentals through the Short-term Rental Regulation Bylaw

and through provisions of the zoning bylaws. In relation to the property, the relevant zoning bylaw is the Zoning Regulation Bylaw, which states, in part:

17 ...

(4) Without limiting the generality of subsection (1), short-term rentals, whether as a principal or accessory use, are prohibited in all zones except

(a) where they are expressly permitted subject to regulation applicable in those zones;

(b) rental of no more than two bedrooms in a self-contained dwelling unit, as home occupation, provided that:

(i) the self-contained dwelling unit is occupied by the operator of the short-term rental; and

(ii) short-term rental complies with all regulations in Schedule D as if it were a transient accommodation.

Agreed

40. The city regulates home based businesses, including principal resident short-term rentals, through Schedule 'D' – Home Occupations, which states, in part:

(12) Subject to the following requirements, a short-term rental is permitted as a home occupation in a principal residence.

(1) subject to subsection (2), no more than two bedrooms may be used for short-term rental and the short-term rental cannot occupy an entire self-contained dwelling unit.

Agreed

41. The City of Victoria regulates the principal resident requirement for a short-term rental

through the Short-Term Rental Regulation Bylaw, which states in part:

3...

(1) A person must not carry on business as a short-term rental operator unless the person holds a valid licence issued under the provisions of this Bylaw and the Business Licence Bylaw.

(2) A person applying for the issuance or renewal of a licence to operate a short-term rental must, in addition to meeting the requirements of the Business Licence Bylaw:

(e) provide evidence, satisfactory to the Licence Inspector, that the premises where the short-term rental will be operated are the operator's principal residence.

Agreed

Summary

I have enjoyed the privilege of operating a non residential short term rental since 2022 through April 2024 at my home, #305 528 Pandora Avenue. When short term rental legislation changed in May of 2024, I no longer fit the criteria as described in the legislation. I ceased hosting a non residential short term rental. From July 3 - November 17 2024, I have had one long term guest. A traveling nurse. A transient traveler looking for temporary accommodation. We applied for and received the appropriate licences . I made one error, as flagged by the city, which I immediately addressed, with a follow up to the city with gratitude and an apology. My situation has changed. My 18 year marriage dissolved. I have retained the apartment, Bill works and lives in the USA, and has married another woman. I am not Bill's partner anymore. My life and lifestyle have done a 180 degree turn. When the language changed in the Primary Residence STR licence, it removed the arbitrary reference of "occasionally" to the concrete "160" days of allowable booking days during the year, I felt confident pursuing the license. I am away for predictable and extended periods. This was an opportunity for me to again operate a short term rental. I made one more error that I only discovered upon reading the inspectors report. I was unaware that my calendar was open and offering availability on Dec 9, 2024. I confidently defend my position in my response, and provide proof that I received no requests, accepted no requests and had no intentions other than getting back home

I am a gold star applicant. I strive to maintain absolute compliance and address any problems or mistakes with urgency. I have not been deceptive and fit every criteria for

this license, and am an experienced, skilled and highly rated short term rental operator. I am not perfect, but am committed to strict alignment with all legislated guidelines as appropriate for my licensing. I probably hold the city's land speed record for resolving a non compliance flag.

My Argument

1. I live full time in my home

The Insector's Observations suggest deception of tenancy. I agree that I made a regrettable comment, but his other observations are little more than evenly spaced hangers and a missing dresser in a room that has no room for a dresser. I speak to all of these points and more with both truthful and logical explanations. We have differing memories around a few less significant points, but to be fair, the inspection was over 5 months ago.

2. I have a fully stocked home

The Inspector noted the house lacked a "lived in" quality. I agree it didn't look lived in. I had just returned to my home after an extended absence. That was not deception, it was the truth. I have a fully stocked home and lack nothing.

3. I have applied for and received the appropriate licence for all short term rentals and one long term rental

I have run a successful short term rental business since 2022 with one compliance flag, which I swiftly addressed. I have never had an illegal STR

4. I have never intentionally falsely advertised my home.

I have had one compliance flag in 3 years which I addressed swiftly. I discovered a second occasion of non compliance related to an open and bookable calendar on Dec 9, 2024. I did not discover this problem until after I had unlisted my property and received no requests for tenancy as a result of this error.

5. Bill's email to the strata decoded

The Inspector references an Email that Bill sent to my Strata that the Inspector has potentially misunderstood. I clarify the intent was to explain the decision to pursue the Primary Residential Short Term licence for 2025 and request a signature

6. I am permanently separated from my partner

The inspector puts forth an assertion that I am likely committing separation fraud to circumnavigate the primary residence criteria. He further attests that this is not a factor in the inspector's decision. This is false.

Proof Of Occupancy

22. The regulations are not intended to simply limit the amount of time a property can be used as a short-term rental. The intention is to ensure units suitable for long-term housing are used as such, with allowances for occasional use of short-

term rentals while the operator is temporarily away.

response:I am living in my house “long-term” so the “unit’ is used as such. Allowances for occasional use of short term rentals while I'm away is how I plan to proceed upon acquiring my 2025 license.

“The Bylaw Officer stated that few personal items were observed throughout the condominium. The appellant stated to the Bylaw Officer ‘somebody said to me you have to make sure like you look like you live there, and it’s like how do you prove you live somewhere?’.”

Response: I understand this comment does me no favours, so I will put it into context.I was very nervous for the inspection due to the nature of inspections as being “judged”. I treated it very much like an interview, so not only did I prepare by reviewing City of Victoria documentation, but I also went on facebook to see what others' experience was for their STR inspections. The general feeling was that inspections are very tough, and you have to “prove you live there’. I did not anticipate the inspection process might be adversarial, so in that vein, I shared how I prepared for the inspection, much like I would share my preparation to a job interviewer. The inspector did reply, however, stating “ you don’t have to prove it, you just have to live here.” To be fair, I wasn’t wrong.

“The Bylaw Officer stated that few personal items were observed throughout the condominium. The appellant stated to the Bylaw Officer ‘somebody said to me you have to make sure like you look like you live there, and it’s like how do you prove you live somewhere?’.”

As to the few possessions, I have chosen to not bring forward marital items whenever possible. For example, I don’t keep art pieces given to me by Bill that I will sell or give away. I also lost a significant amount of weight during my separation. Clothes from my marital life no longer fit. I am in the process of emptying the two storage lockers.



This is a dress from a box of clothes in the Langford storage locker. Dress is size 10. I am now a size 2



Storage Lockers with marital property

“One closet contained empty hangers, towels, and a luggage stand similar to those in hotels. The second closet contained a few clothing garments on hangers, and the shelf was full of pillows and bedding. The appellant stated the closet is used for her clothes. The Bylaw Officer noted that the clothing items were hung evenly spaced, appearing to create the illusion there were more items present. In discussing the business plan, the appellant stated she would be offering the whole home while away.”

Response: One closet still holds linens and luggage. And I do store all my linens and pillows in the top shelves of my closets. I don't have a dedicated linen closet. I also have a luggage rack. The flat has been used as an STR and I would like to continue in summer 2025 as per this application. The luggage rack is convenient for guests. Clothes may have also been in the washer/dryer during the inspection. There are more clothes in my closet now, but potentially less than most. The rest of the marital possessions are superfluous to me. I have more than most, and don't feel a sense of material lack..



I don't need two closets to hang clothes. Please note that the clothes do seem to hang evenly spaced. It is the result of my clothes being fairly uniform in width creating symmetry.

"In discussing the business plan, the appellant stated she would be offering the whole home while away. The appellant informed the Bylaw Officer that during guest stays she would be locking off one bedroom closet as she had too many clothes."

Response: I don't remember saying I would lock up "too many" clothes in a closet in the apartment, and the inspector has made no mention of my two storage lockers. I think we may have had a miscommunication. I'm going to explain all locking closets in my home and then speak to the clothing comment.

I have two interior locks in my apartment (besides the bathroom). One is on the coat closet and one is on the laundry closet. Both of these locks have the corresponding key attached to the guest keys. When guests come, they can lock away cleaning products etc, thereby mitigating risk of poisoning to children or pets. The closets can be locked, and guests retain the keys to those locks. The only locked area that guests do not have access to is my private storage locker downstairs in the garage, located outside of the flat. The on site locker (in the garage of Pandora Avenue) is where I will put anything I don't want remaining in the apartment of a personal nature when guests stay.

Regarding the "too many clothes", I did have an abundance of clothes in my storage locker.

in Langford. It holds the remaining marital property. I am in the process of emptying it. I use the “non clothes” closet to house recovered items from langford storage while I sort them for sale or donation.



Coat closet and Laundry closet. With locks and guest keys providing access.



Please note the absence of any locking mechanism on the bedroom closet doors.

I think the inspector and I had a miscommunication as I can't explain why he would think (or why I would say) I was keeping clothes in a locked closet, and why he doesn't make any references to my storage lockers. I think these were discussed at the same time, with me offering to show him the parking spot and storage locker (on site) which he declined.

19. *"One of the objectives of the City's regulations of short-term rentals was to address the problem of homes being diverted from the long-term market to a vacation rental market."*

Response: This home is in the long term market. It's my home and I live here.

26. *It can be challenging to determine if a property is a person's principal residence. The City does require proof of residence documents to process a principal resident short-term rental application. While the documents assist in establishing an applicant's eligibility, they are not solely relied upon to verify a person's principal residence since address changes can be done online without secondary checks. Additionally, many utility bills offer e-billing options, making mailing addresses redundant.*

Response: This is a photo of me getting my mail, from my Pandora apartment lobby mailboxes, with my name and address on the letter as proof I am not using a PO Box, or have used an online system to change my address. My mail is delivered to my home



O'BRIEN is listed as the designated person with the residential address as 1105 Wharf St, Sailing Vessel Indigo Moon, however while discussing the proposed business plan, when asked Q#9. O'BRIEN stated that both her daughters could be the designated responsible person, Olivia more so than Megan.

Response: Bill and I separated and it was a frenetic period. We were physically separated and did not share a physical address. Bill ultimately left Canada. Both my daughters support management of my airbnb if I am not in town during guest visits.

Fully Stocked Home

15. "The review revealed inconsistencies, including few personal effects in the unit upon. November 28, 2024, inspection."

Response: I maintain that what I have as per material possessions is well beyond sufficient. I am starting over and not bringing forward any possessions that hold off-putting marital energy.

"After the provincial regulations came into effect, the appellant obtained a long-term rental licence with the City and changed their listing to a minimum stay of 91 nights which led to securing a long-term occupant for June to November 2024."

And

"On October 31, 2024, the appellant replied to City staff and stated they would be unavailable until the end of November. The appellant requested an inspection appointment after November 23, 2024 [Appendix L]."

Response: The actual date of this guest is July 3, 2024 to November 17, 2024. (not June to November as noted above by the inspector). I had been transparent about my return home just 10 days prior after an extended absence. It likely didn't look lived in because it hadn't been, by me. I had completed deep cleaning and moved all my things in. The inspector was aware of the comparatively short time I had been back home as I (a) Had requested the appointment be moved back as I wasn't in the apartment yet, and (b) he has referenced the dates of the last guest in his own report, correctly identifying her last month of occupancy, if not the arrival date.



The above images show the collection of condiments, and I also added an image of “freezer meals”.



Bathroom clutter

20. “The inspection of 305-528 Pandora Avenue on November 28, 2024, revealed few personal items in the home. The appellant asserts in their appeal that the property came furnished and that they disposed of a significant number of personal belongings. While the Licence Inspector acknowledges that some individuals may prefer a minimalist lifestyle, a principal residence would still typically contain clear signs that the property is used as a person’s everyday residence. For instance, **the bedroom did not contain a dresser** and the only clothing visible consisted of a few items in one closet.

Response: To follow the inspectors example, there isn't room in my bedroom for a dresser



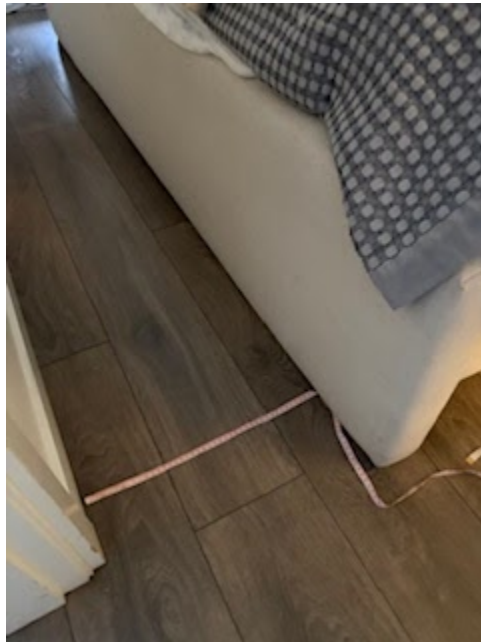
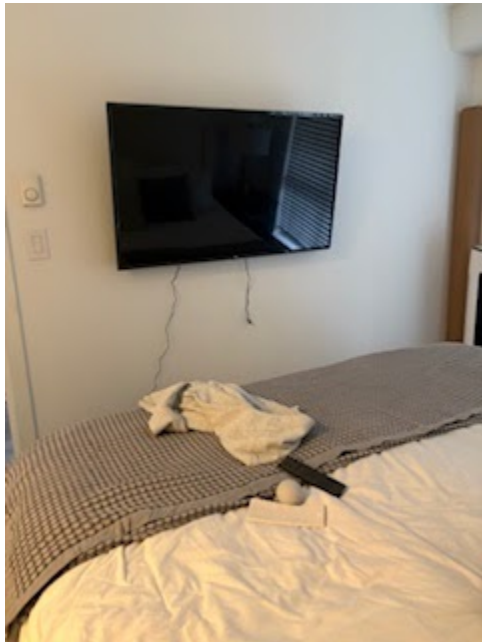
Wall #1 is a window. There is also insufficient room for a dresser, but the window I think shows that it isn't appropriate for a dresser



Wall 2. My bed is a king size so just room for it and the side tables.



There is no wall 3 option





Wall 4. There is about 42 centimeters (15 inches) between the end of the bed and the wall. The dresser is about 46 cm (16 inches). A dresser will simply not fit in my bedroom and as demonstrated, I don't need one.

21. *"In contrast, both bedroom closets contained an abundance of towels, pillows, bedding, and a luggage rack, all of which are commonly associated with full-time rentals."*

Response: As the inspector mentioned in his report, the home came largely furnished, including the linens. I have since added more sheets, and a new duvet cover. I have sheets, towels and extra pillow like most homes. I have explained the existence of the luggage rack above as useful when hosting short term rentals.

Licensing and Legal bookings

*"Additionally, the appellant's claim to operate a short-term rental within the regulations is suspect as there was unlawful advertising and **unlawful short-term rentals in 2024 prior to the long-term rental occupancy.**"*

Response: This is a mistake. I did not host unlawful short term rentals in 2024. I stopped hosting short term rentals after the May 1, 2024 deadline. These were under my 2024 non residence short term licence, approved on January 9th, 2024. As per the inspectors appendix D

*"On Jan 9, 2024, at 13:04, str@victoria.ca wrote:
Hello William,*

Your 2024 Non-principal residence licence has been processed and approved, as you your January 5 email stated, 'I confirm that the application can be changed to non-principal residence license'."

Please also see Fact #16 and #17 below as per the inspector report below.

16. On January 9, 2024, City staff responded to the appellant and William Brown's January 6, 2024, email inquiry, stating that the non-principal resident licence had been issued per the request on January 5, 2023. Staff explained the regulations related to the principal resident short-term rental licence type and noted the approved non-principal resident licence could be cancelled should they wish to pursue a principal resident licence [Appendix D].

17. On January 9, 2024, the appellant and William Brown replied to staff confirming they would proceed with the non-principal resident licence type [Appendix D].

And

15. On January 8, 2024, City staff changed the appellant and William Brown's 2024 application from a principal resident short-term rental licence application to a non-principal short-term rental licence type and approved the licence.

I have attached a comprehensive list generated from the Airbnb platform which displays my complete hosting history for 2024. (Completed Reservations- Airbnb). My short term rentals span from January 25th to April 29, 2024.

16. "The appellant declared to the Bylaw Officer the intention was to operate short-term rentals from May to September 2025 and had no intention to operate in 2024. However, the appellant's Airbnb listing for 305-528 Pandora Avenue was actively offering a minimum night stay of 91 nights, with a full calendar availability. Additionally, the appellant's Airbnb listing included a recent review from a guest stating they occupied the property for five months and left in November 2024."

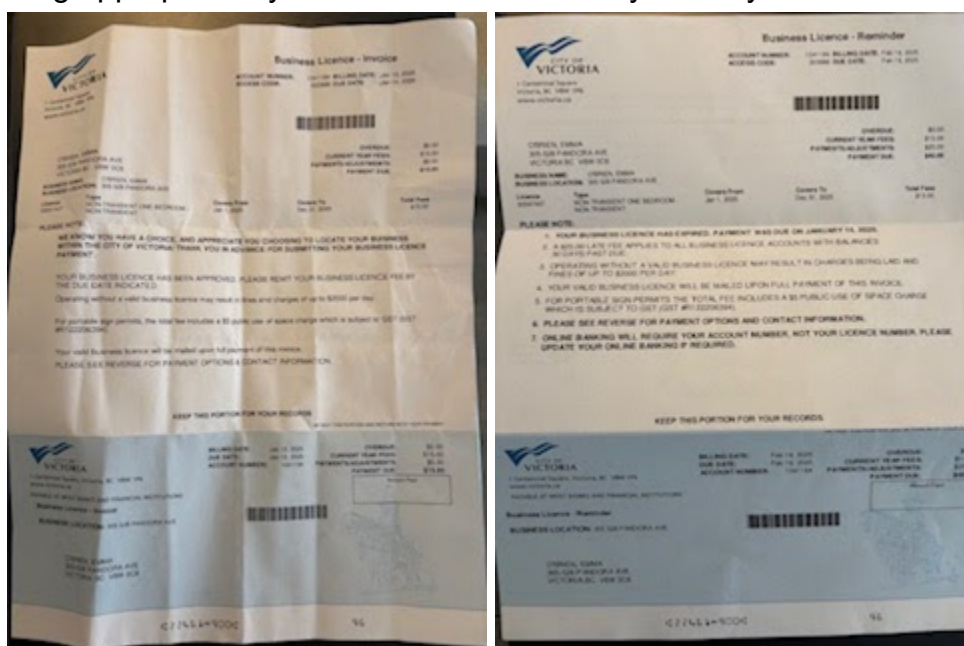
Response. The Inspection was on November 28, 2024. It is logical to assume that as I was applying for the Primary Residence License for 2025 (May -Sept usage), when the inspector asked if I intended to operate in 2024, he meant for the "balance" of 2024 (November 29th to Dec 31, 2024). I am not sure if the inspector is implying my answer was speaking to the question "Had I operated STR's in 2024 previously", which I was not asked at any point during the business application process. I had indeed operated STR legally and under the correct licences until I no longer fit the legislated criteria. All reviews noted were appropriate.

17. "The other Airbnb listing reviews prior to May 1, 2024, showed multiple reviews per month, indicating the property was actively operating short-term rentals prior to the five-month occupant. This information is supported by the data provided by the B.C Provincial Government as of May 1, 2024.

Response: These were a result of the legal short term rental as discussed above

Please see below the auto request to pay a renewal fee for the long term licence for 2025, and the reminder to do so once the deadline had passed. I did not renew as this was an unnecessary licence I no longer required. I will not require any licences for 2025 other than the one I am currently applying for.

This also suggests to me that if the city were offering me another long term rental license based on my performance from the previous year, that I was successfully maintaining appropriate bylaw standards as seen by the City of Victoria in 2024.



27. . The new B.C. regulations require major rental platforms to provide the province with data related to any rental of less than 90 consecutive days. A review of the appellant's listing reflected a consistent offering of 91-night stays, with the calendar showing full availability, which aligns with declarations made by both the appellant and William Brown that the intention was to operate 90-day rentals. The appellant's listing has not been captured in the provincial data, indicating that any bookings made through the platform after May 1, 2024, did exceed 90 consecutive days. A review posted November 2024 on the appellant's Airbnb listing stated that the occupant stayed for five months. The absence of data from the province indicates the guest did occupy the property for at least a minimum of 90 consecutive days until they vacated at some point in November 2024. However, as the occupant has no incentive to lie, it does appear they resided at the property for 5 months between June and November 2024 [Appendix F-H, M, Q-R].

Response: The guest did not lie. She stayed in the flat from July to November 2024. I did not have short term rentals during this period which explains why nothing was captured in the provincial data after the end of April 2024. The intention for the 90+ license was answered by both Bill and myself with integrity and no deception.

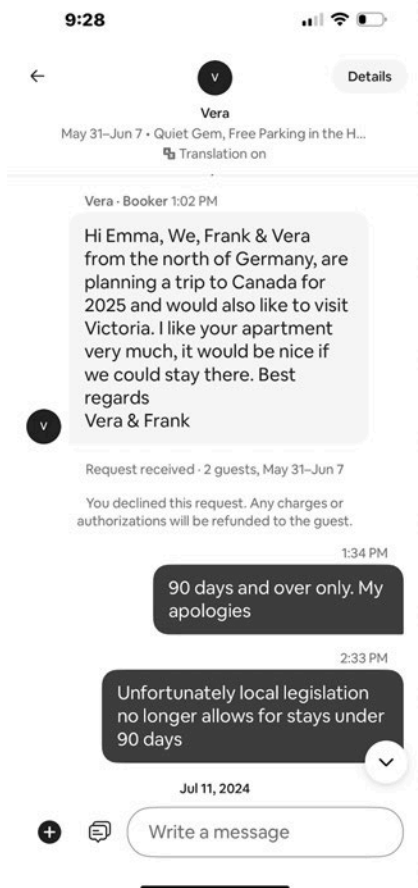
Integrity in Advertising

“On July 19, 2024, City staff observed the appellant’s Airbnb listing offering a 2-night minimum stay with an unlawful short-term rental licence. The Airbnb calendar reflected availability starting November 17, 2024, with available dates throughout November and December 2024 [Appendix F]. 21. On July 19, 2024, the appellant and William Brown were notified through the B.C. Provincial portal that they were currently operating short-term rentals at 305-528 Pandora Avenue in non-compliance as their non-principal licences were unlawful as of May 1, 2024 [Appendix G]. 22. On July 19, 2024, the appellant contacted City staff by phone regarding the notification of unlawful short-term rentals. The appellant acknowledged the listing was non-compliant and stated it was unintentional. The appellant informed staff they would contact Airbnb to change the listing. Staff informed the appellant a follow up email would be sent summarizing the discussion and recorded in the file for reference [Appendix G]. 23. On July 21, 2024, William Brown contacted City staff regarding the notification of non-compliance. William Brown stated the listing was compliant, as it was offering a 91- night minimum night stay with no availability until November 2024. William Brown questioned if the City had completed due diligence before sending a notification to the open

Response: This was a mistake on my part. I had received several requests for bookings after the STR restrictions were in place, through the airbnb app. For clarity's sake, no one was able to book, or was subsequently booked. I was trying to figure out how people were accessing such a niche request as I had switched my settings to 90+ nights and believed all availability to be blocked. I suspected it would be a toggle somewhere and was looking to fix it within the airbnb software. I am a person who learns better when doing it herself, but before I could find the problem, I was contacted by the city as they too had noticed the issue and that it was in non compliance. I immediately abandoned “teach myself to fish” and contacted Airbnb directly who navigated me to the issue and I fixed it immediately. I then contacted the city to ensure it was resolved. Though I understand that to the inspector this is a referential point to non compliance, I would also suggest that mistakes happen. It demonstrates my commitment to accountability, willingness to be compliant, and prompt attention to errors. As per the inspectors appendix H

“I spoke to Emma O'Brien on Friday; she quickly located the error and corrected the listing. I can confirm the listing now reflects a 91-night minimum.”

My response to the few guest requests I received during this period of non compliance, is below. This is from the airbnb app. The guest dates requested are May 31 to June 7 2025, as shown at the top. This was received before July 11, 2024, as shown at the bottom. So I had noticed the problem, but the city had not yet. This proves I was not using this illegal (I call it a mistake) advertising to book guests outside of legislative compliance. I made a mistake in the software and promptly amended it. This also supports my clear proof that I have never hosted an illegal short term guest



Though I did have a compliance error, It was not intentional or deceptive. I amended the issue immediately and hosted no illegal STR guests as a result. This can be seen in the attachments “Reservations Completed-Airbnb” and “Reservations Upcoming” capturing all bookings from January 1, 2024 to April 30th 2025

Between November 28 and December 9, 2024, the application was reviewed in full including the results of the inspection, open-source data and internal records. The review revealed inconsistencies, including few personal effects in the unit upon November 28, 2024, inspection. The appellant declared to the Bylaw Officer the intention was to operate short-term rentals from May to September 2025 and had no intention to operate in 2024. However, the appellant's Airbnb listing for 305-528 Pandora Avenue was actively offering a minimum night stay of 91 nights, with a full calendar availability.

Response: I learned of this only after reading the inspectors report. I had every reason to believe my calendar was unbookable.

On July 19, 2024, I had amended and confirmed that I had the appropriate settings with the support of the Airbnb team to ensure I received no more unwanted reservation requests and remained compliant. This was necessary after my listing was flagged for non compliance as

noted previously. It was functioning correctly as identified by the city, and as noted in the inspector's report after this maintenance repair with airbnb. **I have not received a single guest booking request since July 19th, 2024.** I had no idea my site was offering availability on December 9, 2024 until I saw it in the Inspectors report, and no reasonable way to intuit that it wasn't functioning correctly. I accept that this is my responsibility. I can only assure the council that had I been aware, I would have addressed it in the same swift and urgent fashion as I did on July, 19, 2024. My intention was always to get back home and on with life. I did not want more bookings, I was not offered more bookings, and I did not accept more bookings. There was no deception, I was unaware. This is not intended to diminish my responsibility for the non compliant event witnessed on December 9, 2024. I am completely accountable and have made changes to my existing business process to ensure, or do my very best to ensure it doesn't happen again. This is supported in the complete and total account of the entirety of my guest list from January 1, 2024 to April 30th, 2025. (reports attached). All under the license as approved by the City. I remain dedicated to strict compliance and will take this as the learning opportunity it is. That does not diminish my regret that it has occurred.

The site is now unlisted as I have not successfully acquired a 2025 license.

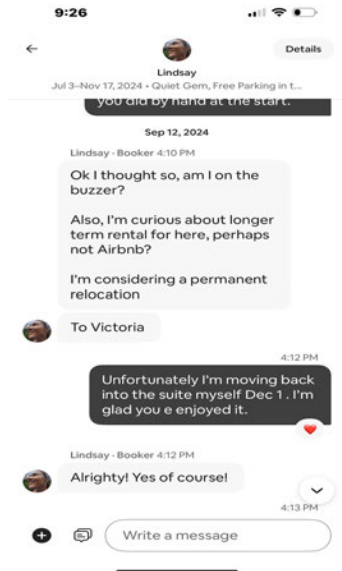
"Furthermore, the extensive short-term rental availability is not indicative of a principal residence as most people do not vacate their residences on short notice with unknown return dates."

I agree, I would not vacate my home on short term notice with unknown return dates either. I had no intention of creating any bookings. I had not acquired a 2025 license yet

How my calendar works. When I receive my STR license for 2025, I will relist my property, open my calendar and confirm all dates are blocked for 2025. They will still be visible, but blocked. Then when I know my travel dates, I will open (unblock) those specific dates in my airbnb calendar, and visitors can see the dates are available and request to book in. So I always know well in advance who is coming, once I know I am away.

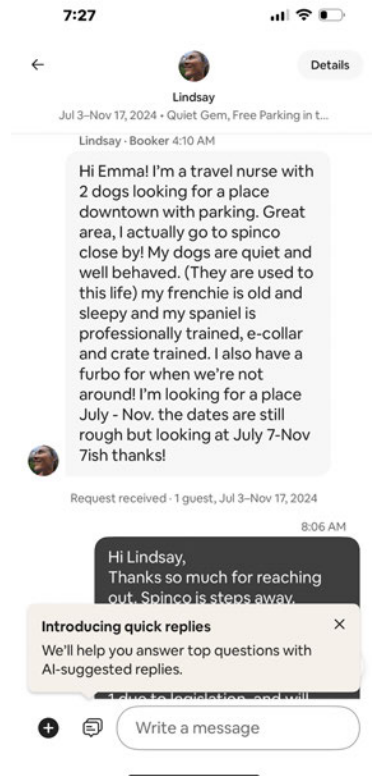
I was listed as a 90+ rental as per my long term license for 2024. The calendar that is referenced showed full availability because absolutely nothing was booked. I was moving home and had no intention of surrendering my apartment long term.

July to November 2024 did want to extend her stay.



- a) I decline her request
- b) I tell her I am moving home Dec 1, 2024. I had given her the option to stay until the end of November 2024. proof of my intention to return home
- c) As I had booked her as a temporary transient guest, a traveling nurse, there was never any intention or expectation to extend her booking. I could not anticipate she would change her job from transient traveling nurse to permanent resident of Victoria. I was returning home permanently
- d) FYI, the pre-vetting, insurance and support offered by airbnb are invaluable, and I can not imagine a scenario where I would have rented my apartment outside of their framework. So “perhaps not airbnb” as she is suggesting would never happen for me.

The following initial inquiry proves that my one legal long term guest identified that she was looking for temporary accommodations only.



Questions in obtaining a whole home business plan:

1: Are there specific times of the year when you plan to offer your home?

Summer 2025 – owns a boat. Not planning on offering for 2024.

Response: I indicated honestly to the inspector that I did not plan to operate a short term rental operation for the balance of 2024.

23. *“Even if the appellant asserts, they moved in after the inspection, the advertisements and failure to disclose the information to staff cast doubt on the validity of that claim.*

Response: Incorrect. The appellant asserts she moved in BEFORE the inspection. With regards to the advertisement, I was unaware of it and therefore was not in a position to disclose it. There was no deception. I made a mistake. The character sits in the capacity to be accountable and fix what you can.

Bill's email to the Strata

*“On August 1, 2024, a bylaw amendment changed the amount of time a principal residence could be rented as a whole home from “occasionally” to 160 nights. Shortly after this change, William Brown contacted the strata executive for 528 Pandora Avenue on behalf of the appellant to obtain the required signatures for a principal resident short-term rental application, stating that “**now that the 160-day limit has been put in place, this changes things**”. The appellant and William Brown intended at this point to revert the unit in question to a short-term rental operation.”*

And

The email also included correspondence William Brown's sent to the strata executive for 528 Pandora Avenue between September 14-15, 2024. The communication dated September 14, 2024, stated:

'I am submitting the attached form on behalf of Emma (co-owner) for signatures so we can submit to the city for a primary residence STR licence. Emma will maintain suite 305 as her primary residence and our current 90-day rental will depart in November. She could not apply for the primary residence licence prior to this but now that the 160-day limit has been put in place this has changed things so that she can rent as an STR while occupying the suite for the balance of the year (limiting STR through Airbnb to 160 days max) We would appreciate your signature so we can move forward with submission to the city.' [Appendix I]

And

Response: Bill's email to the strata was to inform them of our intentions for STR 2025 and request a signature for the application process. We were separated, I was the only occupant, was now comfortable with the language in the Primary Residential STR licences and intended to use the license exactly as legislated in 2025.

I am uncertain as to why this email is inflammatory and highlighted in the Inspectors report, so I will explain it.

In December of 2023, I had been uncomfortable with the language "occasional" in the legislation and insisted we apply for the clear "non-principal" license for January - April 2024. I felt I traveled and was out of the apartment far more than "occasionally" with Bill. I refused to do the inspection that Bill had arranged so Bill changed the application to non residential. The primary license was refused on these grounds and we successfully obtained the appropriate license for STR 2024. When Bill was contacting the strata regarding our 2025 license, he was stating the change in language provided me with concrete boundaries to guide compliance as a host. It "changed things" for me. Also, due to my divorce, I was now appropriately applying for Primary Residence STR License

The comment of "balance of the year" was reflecting the year in which we were applying for the license. 2025.

"On September 20, 2024, William Brown resubmitted the 2024 Principal Resident Short-Term Rental application for 305-528 Pandora Avenue and included a utility bill in his name. The correspondence did include the strata executive's reply on September 15, 2024, reflecting the signatures had been obtained, but William Brown's September 14, 2024, communication had been removed from the email thread [Appendix K]."

And

24. "The appellant has consistently misrepresented the property as their principal residence, confirmed by the evidence of guest reviews and communications to strata that were inadvertently

included in the submission, revealing a pattern of intentional concealment and further undermining the credibility of the claims

Response: I don't know why Bill's communication was removed from the thread, but it is likely I forwarded an email with Bill's email attached by mistake. and then when Bill noticed, he removed it as inappropriate or unnecessary.

Seperation

"The appellant's appeal relies on the assertion that they have separated from William Brown as proof in establishing their property as their principal residence. While the City frequently encounters applicants claiming separation from their partners as a tactic to circumvent the principal residence requirement, the appellant's relationship status was not a factor in the Licence Inspector's decision."

Response: This felt offside. If my marital status is not a factor, why did the inspector take the time to imply that I'm faking my separation in his report? I argue my separation is both relevant and important as it resulted in my change of circumstance. Was it included to "end run" my proof as likely fraud, while still allowing the Inspector to claim my separation wasn't a factor as that doesn't support his position? I also think it speaks to the inspector's potential bias against me. The claim is unfounded and does not speak to my character.

"The history of this unit as being a legal non-conforming unit and then a long-term rental unit does not preclude the possibility that changes were made for the unit to become eligible for a 2024 STR licence;"

Response: Agreed. Changes have occurred in my marital status which result in me and my apartment being appropriate and eligible for the Primary Residential STR license. I no longer share a home with Bill or am his partner. I have attached a letter from my divorce lawyer (Letter From Lawyer) providing evidence to support the following

1. I am separated from Bill
2. Bill is not returning to Canada
3. I retain the apartment as it's principal owner
4. Utility invoices are in Bills name and in the process of transfer to my name.
5. Confirms my primary address as #305 528 Pandora Avenue

I believe the following should provide answers to the apparent inconsistencies

1. Why Bill was so involved in the application process, and
2. Why I was not in the apartment for an extended period prior to my inspection in November of 2024.

Early in 2024, a shocking event occurred. I came to recognize I needed help to address trauma. I accessed support to encourage recovery and chose not to live alone until I had my feet back under me. Due to the nature of these proceedings being public, that is the limit to what I will share. Owning a home does not require me to be in it during any and all circumstances. Life happens.

Upon reviewing the Licencing Inspectors report, I do see how there could appear to be inconsistencies. I do not understand why it has to be explained in such a public forum.

However, the level of involvement from William Brown is unusual for a principal resident application, suggesting active participation in the business operation. William Brown initiated the application, contacted the strata executive on behalf of the appellant, referred to the process using 'we,' signed correspondence with both his name and the appellant's, and was included by the appellant in the final submission. When staff requested documentation in the appellant's name, William Brown stated that utility accounts were being transferred to the appellants name solely for the purpose of the licensing process. This persistent involvement in all aspects of the application raises significant concerns about the transparency and sincerity of the appellant's declarations

And

When asked Q#11. O'BRIEN originally answered no, however then stated that her ex-partner and co-owner Bill BROWN, could possibly be involved in the short-term rental business.

11. Besides yourself, is there anyone else involved in your short-term rental business? Possibly Bill – ex Partner – co-owner.

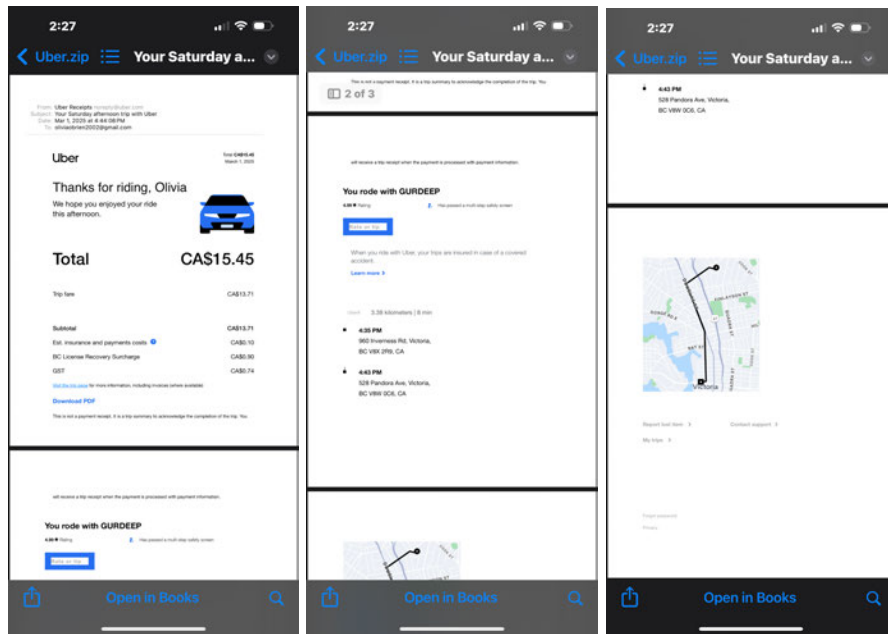
Response: Bill had remained heavily involved to make sure everything was in place for me to have a happy and successful life moving forward in 2025 as a single person. It was also Bill who discovered the change of wording from "occasional" to "160 days", which opened an opportunity for me. I returned home after my final guest departed in November of 2024 and was uncertain of his level of involvement moving forward.

I had one long term tenant During this period who had indicated their transient lifestyle as a traveling nurse. There was never any intention to extend this.

Bill is remarried, works in the United States full time and vacations with his new wife

Extras

My daughters both come down to my apartment for dinner or a visit most weekends. My youngest, Olivia, doesn't have a car and has sent me her Uber receipts to support my proof of primary address. Please see the attachment including Uber receipts from her home to mine to include dates and the address and route. Trips span from December 1, 2024 - April 26, 2025



Example, of oneUber receipt as found in the attachment folder titled “Uber”

1. *While the appellant maintains that 305-528 Pandora Avenue is their principal residence and that the Licence Inspector’s decision to deny the licence is based on a misunderstanding, the evidence indicates otherwise. With the assistance of William Brown, the appellant began pursuing a principal residence short-term rental licence in September 2024, during the same time the property was occupied by a long-term [tenant]*

Response: I have successfully identified many misunderstandings including proof my STR rentals were all legal and with the appropriate licensing, a letter Bill sent to my strata and the status of my marriage among others. I have explained my transition to the application for the appropriate license in 2025. I have explained that my July to November 2024 guest was transient and not a factor in decisions surrounding my STR 2025 licensing, and that the visit was never hidden from the Inspector as it was legal under my 2024 Long Term Renters License. There was no need to hide it.

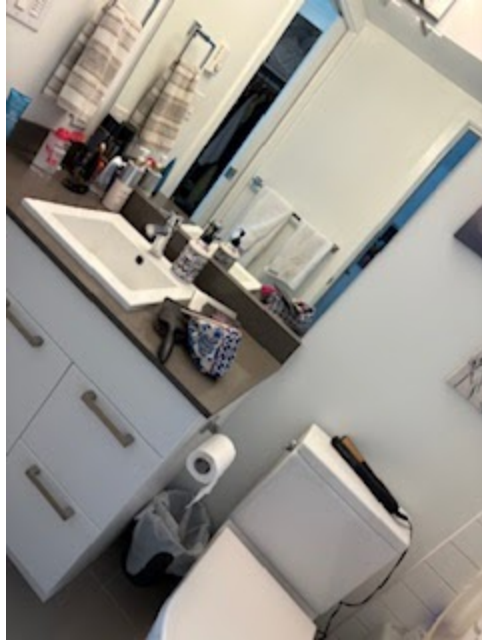
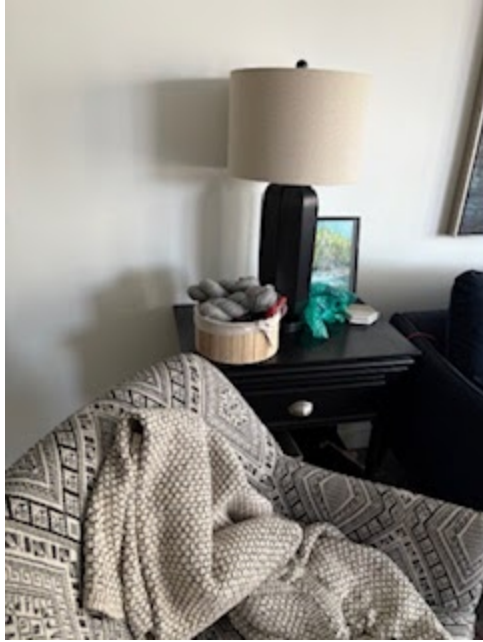
“The history of this unit as being a legal non-conforming unit and then a long-term rental unit does not preclude the possibility that changes were made for the unit to become eligible for a 2024 STR licence...;”

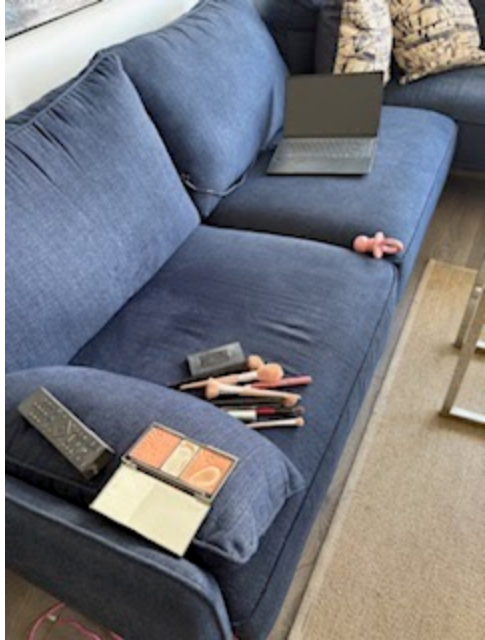
Response: Agreed. But for a 2025 license.

Gallery

Finally, I am adding pictures of day to day life in my home and primary residence taken after the inspectors visit in November of 2024









Thank you for reviewing and considering my response to the inspector's report.

With Gratitude,

Emma O'Brien



Filters:

- Dates between January 1, 2024 – April 30, 2025

Completed reservations

Printed April 30, 2025

Filters:

- Dates between January 1, 2024 – April 30, 2025

Status	Guests	Contact	Check-in	Checkout ▲	Booked	Listing	Confirmation Code	Total Payout
Past guest	1 adult, 2 pets	—	Jul 3, 2024	Nov 17, 2024	Jan 19, 2024 8:08 a.m. PT	Quiet Gem, Free Parking in the Heart of Old Town!	HMFD5QNNBR	\$13,599.47
Past guest	2 adults	—	Apr 27, 2024	Apr 29, 2024	Apr 21, 2024 11:09 p.m. PT	Quiet Gem, Free Parking in the Heart of Old Town!	HMZWD9NCEE	\$346.47
Past guest	1 adult	—	Apr 21, 2024	Apr 27, 2024	Feb 26, 2024 5:31 p.m. PT	Quiet Gem, Free Parking in the Heart of Old Town!	HMYDPWMAYR	\$1,253.43



Past guest	2 adults	—	Apr 20, 2024	Apr 21, 2024	Apr 15, 2024 10:22 a.m. PT	Quiet Gem, Free Parking in the Heart of Old Town!	HM483J4WYX	\$209.19
Past guest	2 adults	—	Apr 17, 2024	Apr 20, 2024	Apr 4, 2024 11:57 a.m. PT	Quiet Gem, Free Parking in the Heart of Old Town!	HMRHSWB3KN	\$530.76
Past guest	2 adults	—	Apr 15, 2024	Apr 17, 2024	Apr 2, 2024 6:59 p.m. PT	Quiet Gem, Free Parking in the Heart of Old Town!	HMKFNFWAF5	\$345.77
Past guest	2 adults	—	Apr 12, 2024	Apr 14, 2024	Jan 29, 2024 4:20 p.m. PT	Quiet Gem, Free Parking in the Heart of Old Town!	HM53SF4PPH	\$454.91
Past guest	2 adults	—	Apr 5, 2024	Apr 7, 2024	Jan 26, 2024 9:56 p.m. PT	Quiet Gem, Free Parking in the Heart of Old Town!	HM2K2YZSHX	\$453.95
Past guest	2 adults	—	Apr 4, 2024	Apr 5, 2024	Sep 15, 2023 1:44 a.m. PT	Quiet Gem, Free Parking in the Heart of Old Town!	HMPB3AYE3T	\$261.33



Past guest	2 adults , 1 pet	—	Mar 29, 2024	Apr 1, 2024	Jan 8, 2024 7:07 p.m. PT	Quiet Gem, Free Parking in the Heart of Old Town!	HM92FQKAA3	\$770.45
Past guest	2 adults	—	Mar 14, 2024	Mar 18, 2024	Jan 2, 2024 10:28 p.m. PT	Quiet Gem, Free Parking in the Heart of Old Town!	HMZ85NF3KB	\$890.47
Past guest	1 adult	—	Mar 11, 2024	Mar 12, 2024	Mar 5, 2024 7:05 p.m. PT	Quiet Gem, Free Parking in the Heart of Old Town!	HMM944JMJC	\$224.36
Past guest	1 adult	—	Mar 3, 2024	Mar 9, 2024	Nov 3, 2023 4:39 p.m. PT	Quiet Gem, Free Parking in the Heart of Old Town!	HMCA4YYBTA	\$1,265.05
Past guest	2 adults , 1 pet	—	Feb 27, 2024	Mar 3, 2024	Feb 19, 2024 4:38 p.m. PT	Quiet Gem, Free Parking in the Heart of Old Town!	HMDT9WWN2H	\$867.05
Past guest	2 adults	—	Feb 20, 2024	Feb 27, 2024	Jan 11, 2024 7:52 p.m. PT	Quiet Gem, Free Parking in the Heart of Old Town!	HMHKNNYAXN	\$1,091.11



Upcoming reservations

Printed April 30, 2025

You have no upcoming reservations.
[See all reservations](#)

Support

- Help Centre
- Get help with a safety issue
- AirCover
- Anti-discrimination
- Disability support
- Cancellation options
- Report neighbourhood concern

Hosting

- Airbnb your home
- AirCover for Hosts
- Hosting resources
- Community forum
- Hosting responsibly
- Join a free hosting class
- Find a co-host

Airbnb

- Newsroom
- New features
- Careers
- Investors
- Gift cards
- Airbnb.org emergency stays



Past guest	<u>orceste</u> r 2 adults	—	Feb 17, 2024	Feb 19, 2024	Jan 9, 2024 8:04 p.m. PT	Quiet Gem, Free Parking in the Heart of Old Town!	HMS9PMWWXH	\$317.95
Past guest	2 adults , 2 pets	—	Feb 9, 2024	Feb 11, 2024	Jan 15, 2024 10:55 a.m. PT	Quiet Gem, Free Parking in the Heart of Old Town!	HMNDMTWB28	\$394.32
Past guest	1 adult , 1 pet	—	Jan 25, 2024	Jan 27, 2024	Jan 13, 2024 8:42 p.m. PT	Quiet Gem, Free Parking in the Heart of Old Town!	HMD3JKRQ89	\$394.32

Support

- Help Centre
- Get help with a safety issue
- AirCover
- Anti-discrimination
- Disability support
- Cancellation options
- Report neighbourhood concern

Hosting

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Email: assistant@stevensondoell.com
www.stevensondoell.com

May 1, 2025

TO WHOM IT MAY CONCERN

Re: Emma O'Brien and William Brown

Please be advised that I act on behalf of Emma O'Brien with respect to her separation from her common-law spouse, William Brown.

I confirm that Emma O'Brien consulted me following her separation from her common-law spouse, William Brown. They have separated after a relationship that lasted almost 20 years. As a result of the separation, I commenced a Notice of Family Claim on behalf of Emma O'Brien. That action was commenced on August 26, 2024, under court number

I confirm that Mr. Brown has agreed that Emma O'Brien will become the principal owner of the property located at #305, 528 Pandora Ave., Victoria, BC V8W 0C6, and that she will have exclusive occupancy and possession of that residence.

During my due diligence, I confirmed that Emma O'Brien does not own any other property, and that the property located at #305, 528 Pandora Ave., Victoria, BC V8W 0C6 will continue to be her principal residence.

I confirm that Emma O'Brien and William Brown have agreed that the utilities related to the said property will be transferred into the name of Emma O'Brien. It may take some time for all of those utility and other bills related to the property to be transferred, due to the fact that Mr. Brown no longer resides in Canada.

Yours truly,

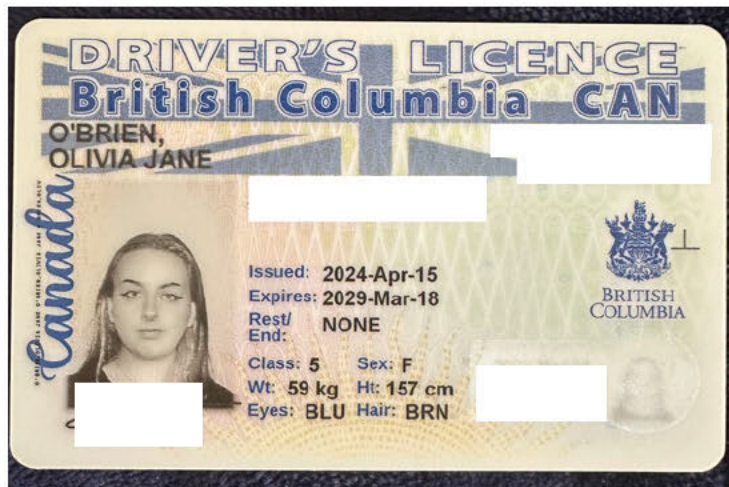
STEVENSON DOELL LAW CORPORATION

BRENT J. KITZKE, LAWYER
BJK/ap

To Whom It May Concern,

I am the daughter of Emma O'Brien, and I visit her at her address of 528 Pandora Ave. approximately once each week. I have attached receipts verifying each trip I took via Uber between December 2024 and May 2025.

Olivia O'Brien



From: Uber Receipts noreply@uber.com
Subject: Your Saturday afternoon trip with Uber
Date: Mar 1, 2025 at 4:44:08 PM
To:

Uber

Total **CA\$15.45**
March 1, 2025

Thanks for riding, Olivia

We hope you enjoyed your ride
this afternoon.



Total

CA\$15.45

Trip fare	CA\$13.71
Subtotal	CA\$13.71
Est. insurance and payments costs ?	CA\$0.10
BC License Recovery Surcharge	CA\$0.90
GST	CA\$0.74

[Visit the trip page](#) for more information, including invoices (where available)

Download PDF

This is not a payment receipt. It is a trip summary to acknowledge the completion of the trip. You

will receive a trip receipt when the payment is processed with payment information.

You rode with GURDEEP

4.99★ Rating



Has passed a multi-step safety screen

Rate or tip

When you ride with Uber, your trips are insured in case of a covered accident.

[Learn more >](#)

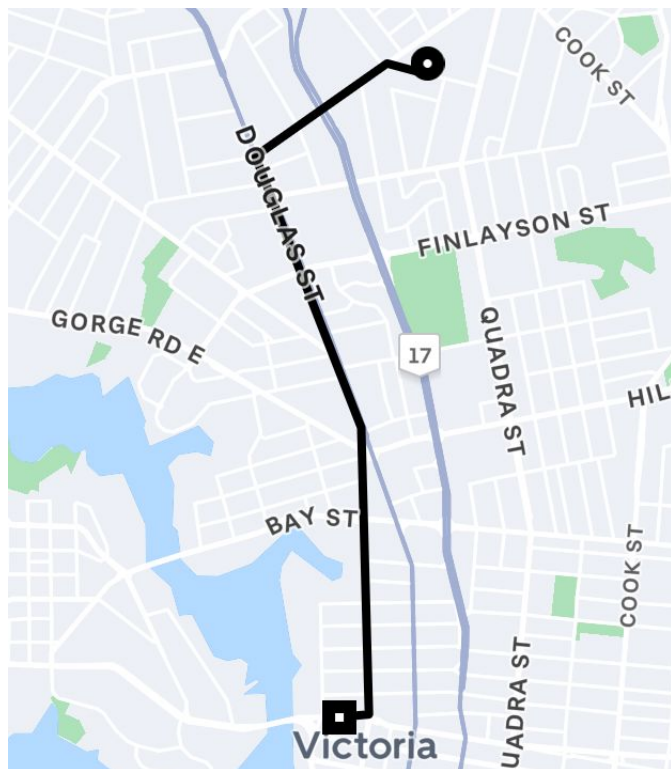
UberX 3.38 kilometers | 8 min

■ 4:35 PM

Victoria,

■ 4:43 PM

528 Pandora Ave, Victoria,
BC V8W 0C6, CA



[Report lost item](#) >

[Contact support](#) >

[My trips](#) >

[Forgot password](#)

[Privacy](#)

From: Uber Receipts noreply@uber.com
Subject: Your Saturday morning trip with Uber
Date: Apr 26, 2025 at 11:44:58 AM
To:

Uber

Total **CA\$18.02**
April 26, 2025


Thanks for riding, Olivia

We hope you enjoyed your ride
this morning.



Total

CA\$18.02

Trip fare	CA\$16.16
Subtotal	CA\$16.16
BC License Recovery Surcharge	CA\$0.90
Est. insurance and payments costs 	CA\$0.10
GST	CA\$0.86

[Visit the trip page](#) for more information, including invoices (where available)

Download PDF

This is not a payment receipt. It is a trip summary to acknowledge the completion of the trip. You

will receive a trip receipt when the payment is processed with payment information.

You rode with MOHAMMAD

4.99★ Rating



Has passed a multi-step safety screen

Rate or tip

When you ride with Uber, your trips are insured in case of a covered accident.

[Learn more >](#)

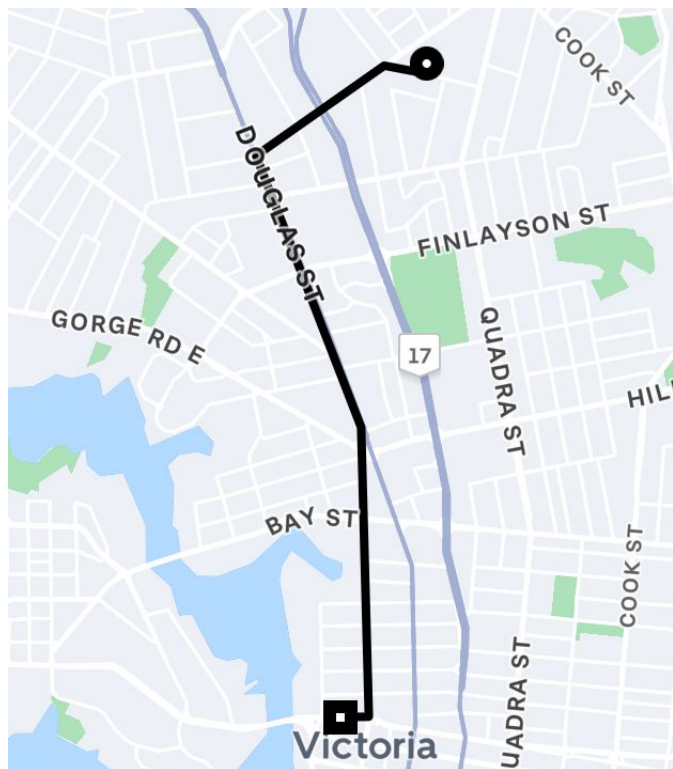
UberX 3.37 kilometers | 10 min

■ 11:34 AM

Victoria,

■ 11:44 AM

528 Pandora Ave, Victoria,
BC V8W 0C6, CA



[Report lost item](#) >

[Contact support](#) >

[My trips](#) >

[Forgot password](#)

[Privacy](#)

From: Uber Receipts noreply@uber.com
Subject: Your Saturday morning trip with Uber
Date: Dec 28, 2024 at 11:47:24 AM
To:

Uber

Total **CA\$14.81**
December 28, 2024


Thanks for riding, Olivia

We hope you enjoyed your ride
this morning.



Total

CA\$14.81

Trip fare	CA\$13.10
Subtotal	CA\$13.10
BC License Recovery Surcharge	CA\$0.90
Est. insurance and payments costs 	CA\$0.10
GST	CA\$0.71

[Visit the trip page](#) for more information, including invoices (where available)

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This is not a payment receipt. It is a trip summary to acknowledge the completion of the trip. You

will receive a trip receipt when the payment is processed with payment information.

You rode with AVJOT

5.00★ Rating



Has passed a multi-step safety screen

Rate or tip

When you ride with Uber, your trips are insured in case of a covered accident.

[Learn more >](#)

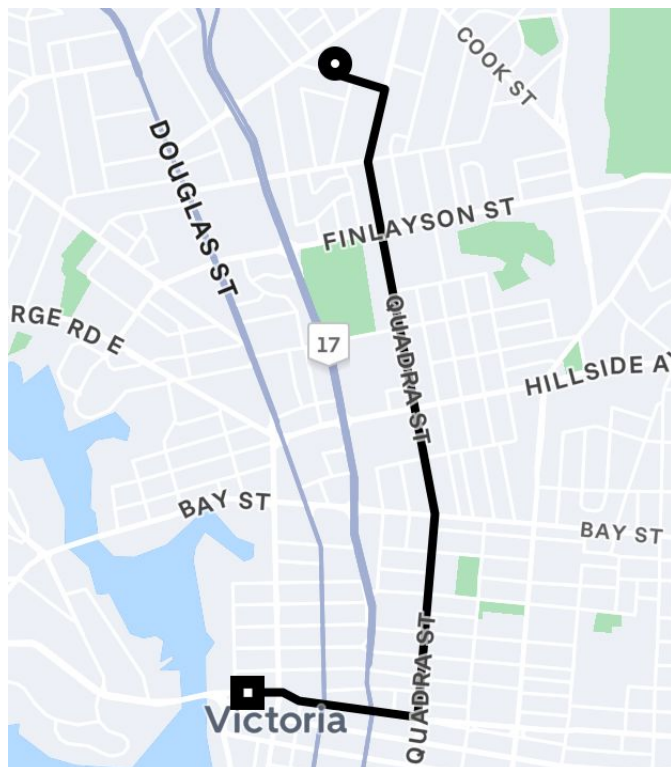
UberX 3.80 kilometers | 9 min

■ 11:37 AM

Victoria,

■ 11:47 AM

528 Pandora Ave, Victoria,
BC V8W 0C6, CA



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From: Uber Receipts noreply@uber.com
Subject: Your Sunday morning trip with Uber
Date: Jan 26, 2025 at 10:57:59 AM
To:

Uber

Total **CA\$14.62**
January 26, 2025


Thanks for riding, Olivia

We hope you enjoyed your ride
this morning.



Total

CA\$14.62

Trip fare	CA\$12.92
Subtotal	CA\$12.92
Est. insurance and payments costs 	CA\$0.10
BC License Recovery Surcharge	CA\$0.90
GST	CA\$0.70

[Visit the trip page](#) for more information, including invoices (where available)

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will receive a trip receipt when the payment is processed with payment information.

You rode with FNU

5.00★ Rating



Has passed a multi-step safety screen

Rate or tip

When you ride with Uber, your trips are insured in case of a covered accident.

[Learn more >](#)

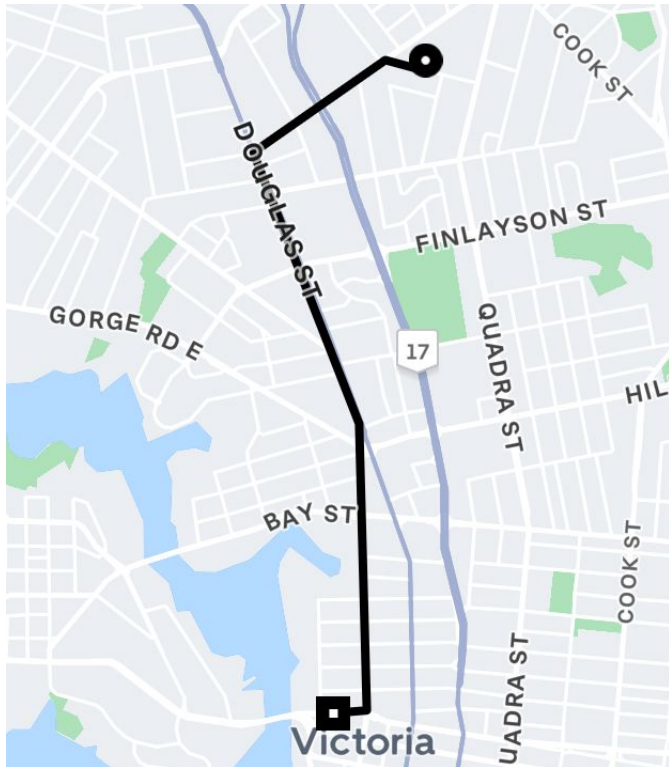
UberX 3.40 kilometers | 11 min

■ 10:45 AM

Victoria,

■ 10:57 AM

528 Pandora Ave, Victoria,
BC V8W 0C6, CA



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From: Uber Receipts noreply@uber.com
Subject: Your Sunday morning trip with Uber
Date: Feb 23, 2025 at 11:50:51AM
To:

Uber

Total **CA\$15.15**
February 23, 2025


Thanks for riding, Olivia

We hope you enjoyed your ride
this morning.



Total

CA\$15.15

Trip fare	CA\$13.43
Subtotal	CA\$13.43
Est. insurance and payments costs 	CA\$0.10
BC License Recovery Surcharge	CA\$0.90
GST	CA\$0.72

[Visit the trip page](#) for more information, including invoices (where available)

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will receive a trip receipt when the payment is processed with payment information.

You rode with ADAM

4.95★ Rating



Has passed a multi-step safety screen

Rate or tip

When you ride with Uber, your trips are insured in case of a covered accident.

[Learn more >](#)

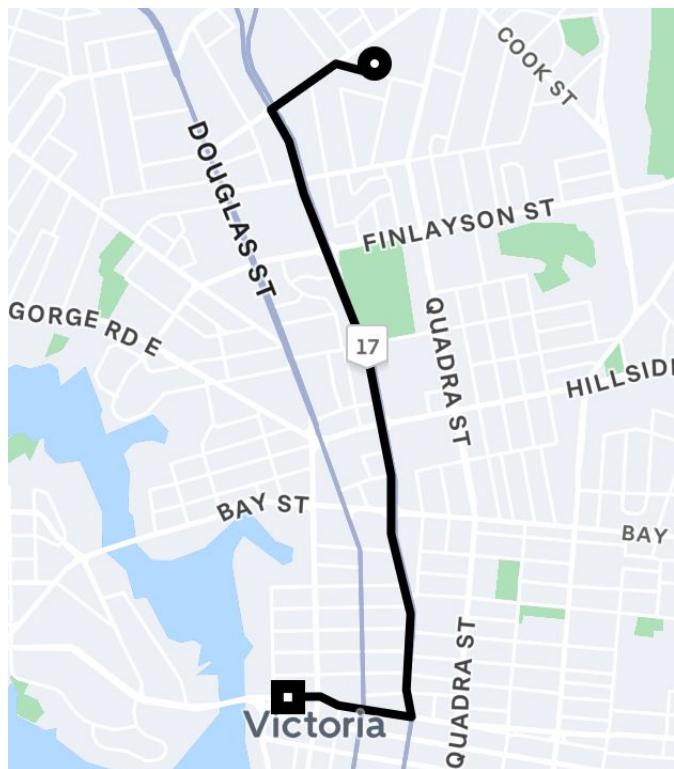
UberX 3.77 kilometers | 10 min

■ 11:39 AM

Victoria,

■ 11:50 AM

528 Pandora Ave, Victoria,
BC V8W 0C6, CA



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From: Uber Receipts noreply@uber.com
Subject: Your Sunday morning trip with Uber
Date: Mar 9, 2025 at 11:52:40 AM
To:

Uber

Total **CA\$14.96**
March 9, 2025


Thanks for riding, Olivia

We hope you enjoyed your ride
this morning.



Total

CA\$14.96

Trip fare	CA\$13.25
Subtotal	CA\$13.25
Est. insurance and payments costs 	CA\$0.10
BC License Recovery Surcharge	CA\$0.90
GST	CA\$0.71

[Visit the trip page](#) for more information, including invoices (where available)

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This is not a payment receipt. It is a trip summary to acknowledge the completion of the trip. You

will receive a trip receipt when the payment is processed with payment information.

You rode with Ghassan

4.99★ Rating



Has passed a multi-step safety screen

Rate or tip

When you ride with Uber, your trips are insured in case of a covered accident.

[Learn more >](#)

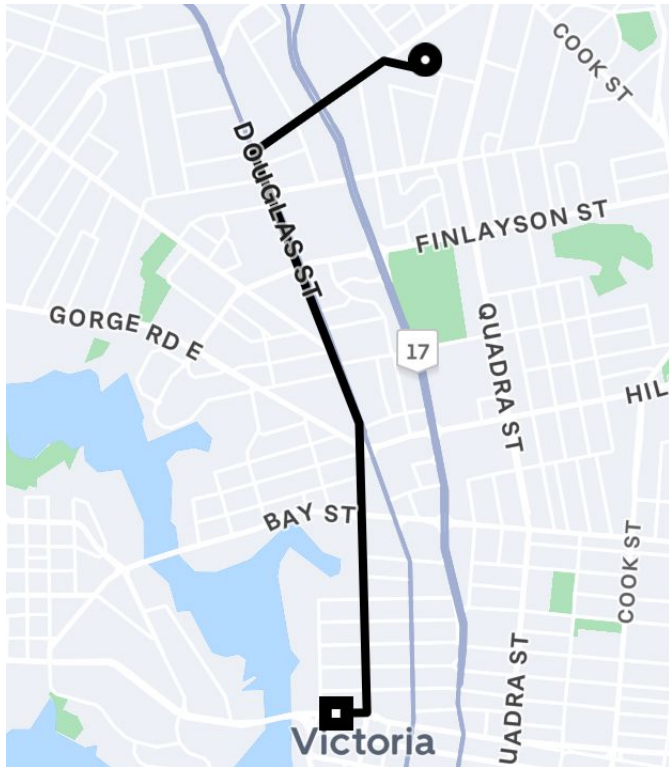
UberX 3.38 kilometers | 8 min

■ 11:43 AM

Victoria,

■ 11:52 AM

528 Pandora Ave, Victoria,
BC V8W 0C6, CA



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From: Uber Receipts noreply@uber.com
Subject: Your Sunday morning trip with Uber
Date: Mar 16, 2025 at 11:39:04 AM
To:

Uber

Total **CA\$15.23**
March 16, 2025


Thanks for riding, Olivia

We hope you enjoyed your ride
this morning.



Total

CA\$15.23

Trip fare	CA\$13.50
Subtotal	CA\$13.50
Est. insurance and payments costs 	CA\$0.10
BC License Recovery Surcharge	CA\$0.90
GST	CA\$0.73

[Visit the trip page](#) for more information, including invoices (where available)

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will receive a trip receipt when the payment is processed with payment information.

You rode with MUSA

4.95★ Rating



Has passed a multi-step safety screen

Rate or tip

When you ride with Uber, your trips are insured in case of a covered accident.

[Learn more >](#)

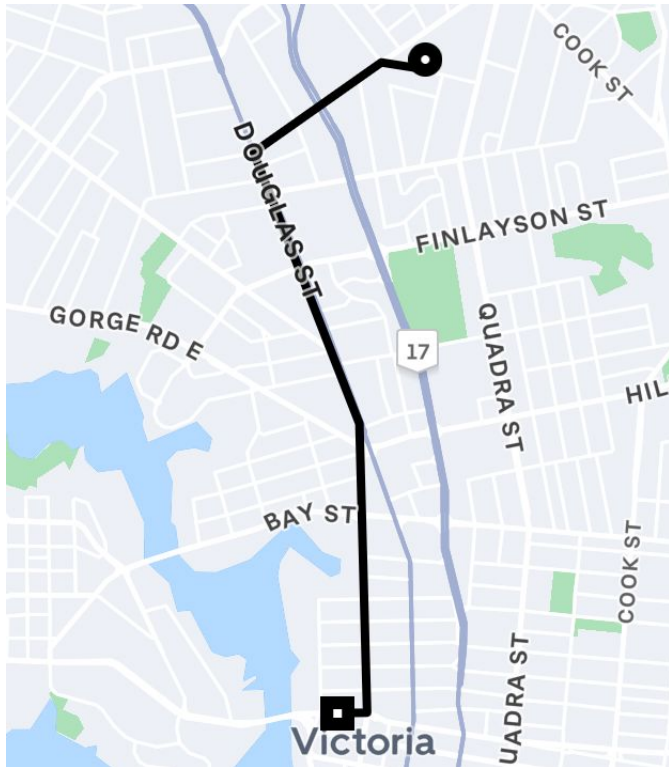
UberX 3.38 kilometers | 10 min

■ 11:28 AM

Victoria,

■ 11:38 AM

528 Pandora Ave, Victoria,
BC V8W 0C6, CA



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From: Uber Receipts noreply@uber.com
Subject: Your Sunday morning trip with Uber
Date: Apr 20, 2025 at 11:43:47 AM
To:

Uber

Total **CA\$16.65**
April 20, 2025


Thanks for riding, Olivia

We hope you enjoyed your ride
this morning.



Total

CA\$16.65

Trip fare	CA\$14.86
Subtotal	CA\$14.86
Est. insurance and payments costs 	CA\$0.10
BC License Recovery Surcharge	CA\$0.90
GST	CA\$0.79

[Visit the trip page](#) for more information, including invoices (where available)

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This is not a payment receipt. It is a trip summary to acknowledge the completion of the trip. You

will receive a trip receipt when the payment is processed with payment information.

You rode with Taranjeet

4.96★ Rating



Has passed a multi-step safety screen

Rate or tip

When you ride with Uber, your trips are insured in case of a covered accident.

[Learn more >](#)

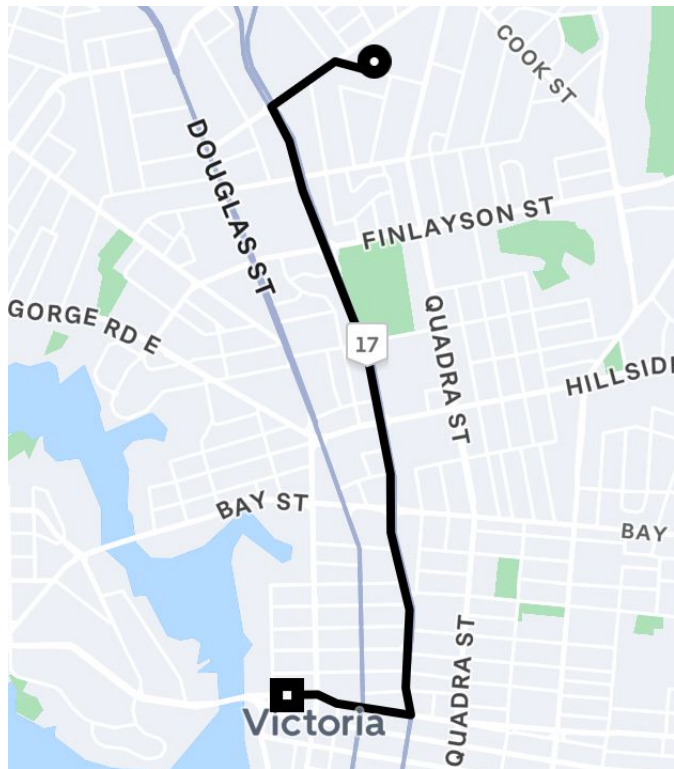
UberX 3.77 kilometers | 9 min

■ 11:33 AM

Victoria,

■ 11:43 AM

528 Pandora Ave, Victoria,
BC V8W 0C6, CA



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From: Uber Receipts noreply@uber.com
Subject: Your Sunday morning trip with Uber
Date: Dec 1, 2024 at 11:48:59 AM
To:

Uber

Total **CA\$35.75**
December 1, 2024


Thanks for riding, Olivia

We hope you enjoyed your ride
this morning.



Total

CA\$35.75

Trip fare	CA\$33.05
Subtotal	CA\$33.05
BC License Recovery Surcharge	CA\$0.90
Est. insurance and payments costs 	CA\$0.10
GST	CA\$1.70

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This is not a payment receipt. It is a trip summary to acknowledge the completion of the trip. You

will receive a trip receipt when the payment is processed with payment information.

You rode with Badr

4.95★ Rating



Has passed a multi-step safety screen

Rate or tip

When you ride with Uber, your trips are insured in case of a covered accident.

[Learn more >](#)

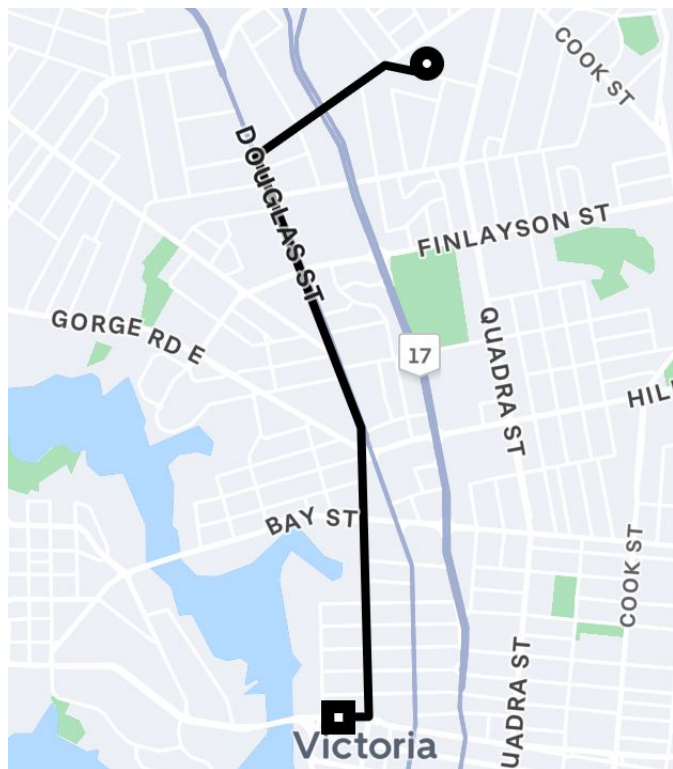
UberX 3.38 kilometers | 9 min

■ 11:38 AM

Victoria,

■ 11:48 AM

528 Pandora Ave, Victoria,
BC V8W 0C6, CA



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From: Uber Receipts noreply@uber.com
Subject: Your Thursday morning trip with Uber
Date: Mar 13, 2025 at 12:11:46 PM
To:

Uber

Total **CA\$16.07**
March 13, 2025


Thanks for riding, Olivia

We hope you enjoyed your ride
this morning.



Total

CA\$16.07

Trip fare	CA\$14.30
Subtotal	CA\$14.30
Est. insurance and payments costs 	CA\$0.10
BC License Recovery Surcharge	CA\$0.90
GST	CA\$0.77

[Visit the trip page](#) for more information, including invoices (where available)

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This is not a payment receipt. It is a trip summary to acknowledge the completion of the trip. You

will receive a trip receipt when the payment is processed with payment information.

You rode with KIBRET

4.96★ Rating



Has passed a multi-step safety screen

Rate or tip

When you ride with Uber, your trips are insured in case of a covered accident.

[Learn more >](#)

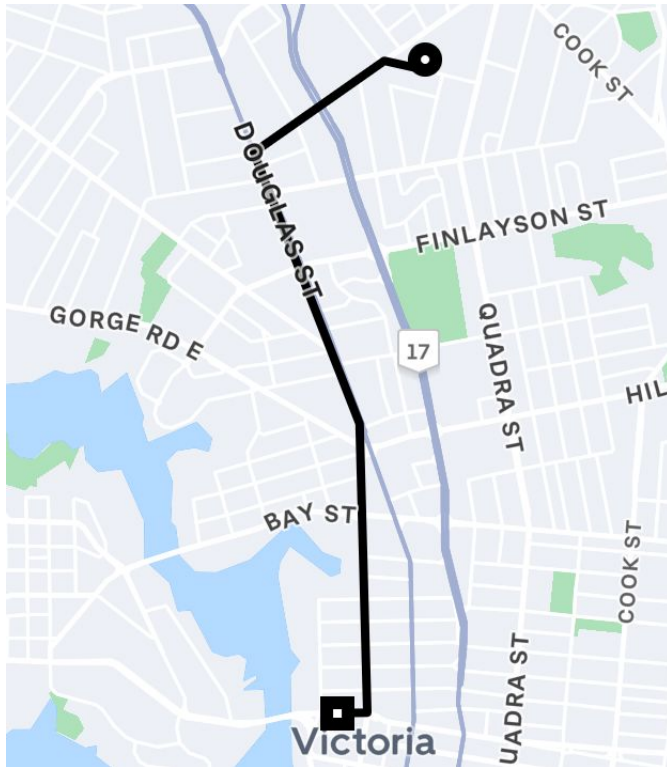
UberX 3.38 kilometers | 11 min

■ 11:59 AM

Victoria,

■ 12:11 PM

528 Pandora Ave, Victoria,
BC V8W 0C6, CA



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From: Uber Receipts noreply@uber.com
Subject: Your Tuesday afternoon trip with Uber
Date: Mar 19, 2025 at 1:21:31 AM
To:

Uber

Total **CA\$16.89**
March 18, 2025

Thanks for riding, Olivia

We hope you enjoyed your ride
this afternoon.



Total

CA\$16.89

Trip fare	CA\$15.09
Subtotal	CA\$15.09
Est. insurance and payments costs ?	CA\$0.10
BC License Recovery Surcharge	CA\$0.90
GST	CA\$0.80

Payments



Mastercard ••••

3/19/25 1:21 AM

CA\$16.89

[Visit the trip page](#) for more information, including invoices (where available)

[Switch Payment Method](#)

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You rode with Rateb

4.95★ Rating



Has passed a multi-step safety screen

Rate or tip

When you ride with Uber, your trips are insured in case of a covered accident.

[Learn more](#) >

UberX 3.68 kilometers | 12 min

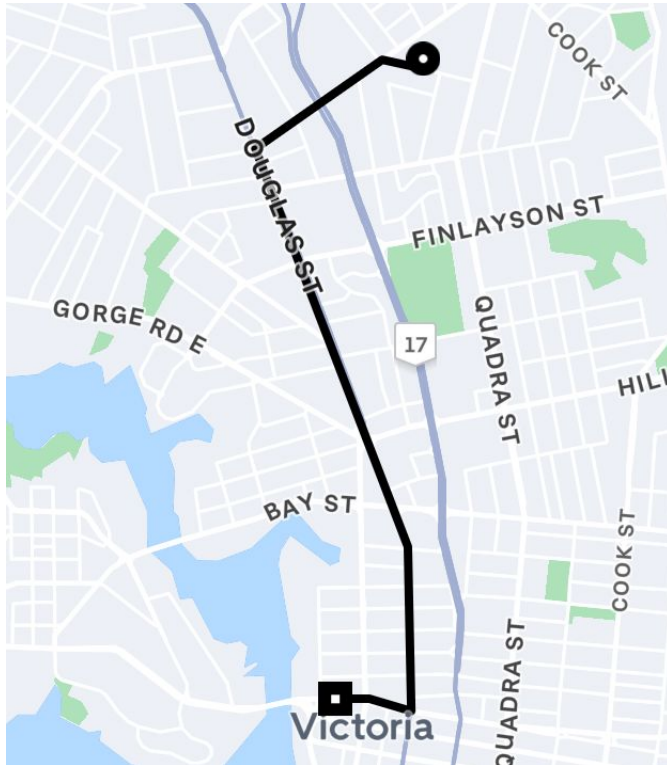
■ **2:23 PM**

Victoria,

■ **2:36 PM**

528 Pandora Ave, Victoria,

BC V8W 0C6, CA



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Business Licence - Invoice



1 Centennial Square
Victoria, BC V8W 1P6
www.victoria.ca

ACCOUNT NUMBER:
ACCESS CODE:

BILLING DATE: Jan 10, 2025
DUE DATE: Jan 15, 2025



O'BRIEN, EMMA
305-528 PANDORA AVE
VICTORIA BC V8W 0C6

OVERDUE:	\$0.00
CURRENT YEAR FEES:	\$15.00
PAYMENTS/ADJUSTMENTS:	\$0.00
PAYMENT DUE:	\$15.00

BUSINESS NAME: O'BRIEN, EMMA
BUSINESS LOCATION: 305 528 PANDORA AVE

Licence	Type	Covers From	Covers To	Total Fees
00047437	NON-TRANSIENT ONE BEDROOM - NON TRANSIENT	Jan 1, 2025	Dec 31, 2025	\$15.00

PLEASE NOTE:

WE KNOW YOU HAVE A CHOICE, AND APPRECIATE YOU CHOOSING TO LOCATE YOUR BUSINESS WITHIN THE CITY OF VICTORIA! THANK YOU IN ADVANCE FOR SUBMITTING YOUR BUSINESS LICENCE PAYMENT.

YOUR BUSINESS LICENCE HAS BEEN APPROVED. PLEASE REMIT YOUR BUSINESS LICENCE FEE BY THE DUE DATE INDICATED.

Operating without a valid business licence may result in fines and charges of up to \$2000 per day.

For portable sign permits, the total fee includes a \$5 public use of space charge which is subject to GST (GST #R122206394).

Your valid business licence will be mailed upon full payment of this invoice.

PLEASE SEE REVERSE FOR PAYMENT OPTIONS & CONTACT INFORMATION.

KEEP THIS PORTION FOR YOUR RECORDS

DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT



1 Centennial Square, Victoria, BC V8W 1P6
www.victoria.ca

PAYABLE AT MOST BANKS AND FINANCIAL INSTITUTIONS

Business Licence • Invoice

BUSINESS LOCATION: 305 528 PANDORA AVE

BILLING DATE: Jan 10, 2025
DUE DATE: Jan 15, 2025
ACCOUNT NUMBER: 1041184

OVERDUE:	\$0.00
CURRENT YEAR FEES:	\$15.00
PAYMENTS/ADJUSTMENTS:	\$0.00
PAYMENT DUE:	\$15.00

Amount Paid



O'BRIEN, EMMA
305-528 PANDORA AVE
VICTORIA BC V8W 0C6



Business Licence - Reminder



1 Centennial Square
Victoria, BC V8W 1P6
www.victoria.ca

ACCOUNT NUMBER:
ACCESS CODE:

BILLING DATE: Feb 19, 2025
DUE DATE: Feb 19, 2025

11111111111101

O'BRIEN, EMMA
305-528 PANDORA AVE
VICTORIA BC V8W 0C6

OVERDUE: \$0.00
CURRENT YEAR FEES: \$15.00
PAYMENTS/ADJUSTMENTS: \$25.00
PAYMENT DUE: \$40.00

BUSINESS NAME: O'BRIEN, EMMA
BUSINESS LOCATION: 305 528 PANDORA AVE

Licence	Type	Covers From	Covers To	Total Fees
00047437	NON-TRANSIENT ONE BEDROOM - NON TRANSIENT	Jan1, 2025	Dec 31, 2025	\$15.00

PLEASE NOTE:

1. YOUR BUSINESS LICENCE HAS EXPIRED. PAYMENT WAS DUE ON JANUARY 15, 2025.
2. A \$25.00 LATE FEE APPLIES TO ALL BUSINESS LICENCE ACCOUNTS WITH BALANCES 30 DAYS PAST DUE.
3. OPERATING WITHOUT A VALID BUSINESS LICENCE MAY RESULT IN CHARGES BEING LAID AND FINES OF UP TO \$2000 PER DAY.
4. YOUR VALID BUSINESS LICENCE WILL BE MAILED UPON FULL PAYMENT OF THIS INVOICE.
5. FOR PORTABLE SIGN PERMITS THE TOTAL FEE INCLUDES A \$5 PUBLIC USE OF SPACE CHARGE WHICH IS SUBJECT TO GST (GST #R122206394).
6. PLEASE SEE REVERSE FOR PAYMENT OPTIONS AND CONTACT INFORMATION.
7. ONLINE BANKING WILL REQUIRE YOUR ACCOUNT NUMBER, NOT YOUR LICENCE NUMBER. PLEASE UPDATE YOUR ONLINE BANKING IF REQUIRED.

KEEP THIS PORTION FOR YOUR RECORDS

DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT



1 Centennial Square, Victoria, BC V8W 1P6
www.victoria.ca

PAYABLE AT MOST BANKS AND FINANCIAL INSTITUTIONS

BILLING DATE: Feb 19, 2025
DUE DATE: Feb 19, 2025
ACCOUNT NUMBER:

OVERDUE: \$0.00
CURRENT YEAR FEES: \$15.00
PAYMENTS/ADJUSTMENTS: \$25.00
PAYMENT DUE: \$40.00

Amount Paid

Business Licence • Reminder

BUSINESS LOCATION: 305 528 PANDORA AVE

11111111111111

O'BRIEN, EMMA
305-528 PANDORA AVE
VICTORIA BC V8W 0C6