



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

OLC

Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant has made application for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)*.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

Issue(s) to be Decided

This hearing dealt with an application by the Tenant for an order requiring the Landlord to comply with the Act. Specifically, the Tenant is seeking an order requiring the Landlord to end the tenancy of the occupant living in rental unit #10.

Background and Evidence

The Landlord and the Tenant agree that this tenancy began in December of 2007 and that the Tenant currently pays monthly rent in the amount of \$560.00 plus \$30.00 in utilities.

The Tenant is seeking an Order requiring the Landlord to end the tenancy of the person occupying rental unit #10 because the Tenant is having a conflict with the occupant. The Tenant stated that the occupant of #10 has verbally abused him and has spit on him on two occasions in the past 35 days. He stated that he reported the first spitting incident to the Vancouver Police Department but he does not believe that the police have spoken with the occupant in regards to his complaint.

The Landlord stated that he did issue the occupant in rental unit #10 with a Notice to End Tenancy that is effective in early May, although he does not know the exact date. He stated that he only issued the Notice to End Tenancy to appease the Tenant and he does not intend to enforce the Notice to End Tenancy if the occupant of rental unit #10 does not voluntarily vacate the rental unit.

The Landlord stated that he understands there is conflict between the Tenant and the occupant of rental unit #10 but he does not know which individual is instigating the conflict. He stated that he has recently spoken with the occupant of unit #10, who has assured him that he will attempt to avoid all contact with the Tenant. He stated that he has received no other complaints about the occupant of rental unit #10.

Analysis

Every tenancy agreement contains an implied covenant of quiet enjoyment. In the circumstances before me, I find that the Tenant has submitted insufficient evidence to establish that the Landlord has breached the Tenant's right to quiet enjoyment.

Landlords are not normally held responsible for the actions of other tenants unless it has been established that the Landlord failed to take reasonable steps to correct a problem once he is aware that the problem exists. In these circumstances, I am not satisfied that the Tenant has provided the Landlord with sufficient information to establish that the Landlord should end the tenancy with the occupant of rental unit #10.

In reaching this conclusion, I note that the Tenant has not provided the Landlord with a written statement outlining the incidents of verbal and physical abuse. Without a written statement from the Tenant, I find that the Landlord would have significant difficulty enforcing the Notice to End Tenancy that he served on the occupant of rental unit #10. I also note that the Tenant has also submitted no evidence to corroborate his statements that the Tenant that the occupant of rental unit #10 physically and verbally abused him. Without corroborating evidence, it will be difficult for the Landlord to enforce the Notice to End Tenancy in the event that the occupant of rental unit #10 presents a different version of events.

In reaching this conclusion, I was also influenced by the Landlord's testimony that he has recently spoken with the occupant of rental unit #10, who has indicated that he will attempt to avoid further contact with the Tenant. I find that it would be premature for the Landlord to end the tenancy before he ascertained the effectiveness of the preventative action he has taken.

Conclusion

As the Tenant has not provided the Landlord with sufficient evidence to establish that the tenancy of the occupant in rental unit should be ended, I hereby dismiss the Tenant's application for an Order requiring the Landlord to comply with the Act. In the event that the conflict with the occupant of rental unit #10 continues, the Tenant should



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consider advising the Landlord, in writing, of the specific details of his interactions with the occupant of unit #10.

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

Dated: May 06, 2009.

Dispute Resolution Officer