

Dispute Codes: *LAT, MNDC, FF*

Introduction

This hearing was convened upon the application of the tenant seeking:

1. A monetary order for money owed or compensation for damage or loss in the sum of \$25,000.00;
2. An Order authorizing the tenant to change the locks to the rental unit; and
3. Recovery of the filing fee paid for this application.

All parties appeared and gave evidence under oath.

Summary of Background

The tenant says she moved into the rental unit on a one year lease commencing April 1, 2009 and on June 16, 2009 the property was listed for sale. The tenant says that she has been flexible and reasonable in providing opportunities for the realtor to bring prospective purchasers through to view the property but she has been continually harassed by the realtor. The tenant testified that the landlord's realtor threatens her and his actions have caused her stress and loss of quiet enjoyment of the rental unit.

The tenant testified that upon listing the rental unit for sale the realtor immediately wished to hold a realtor open hour contrary to the strata by-laws. The tenant says the landlord's realtor has harassed her by wishing to bring prospective purchasers through the property up to 3 times per week. The tenant says she has supplied a list of suitable times to the realtor but the realtor has threatened her by telling her he would simply give her 24 hours notice as required under the Act rather than arrange a schedule with her. Further, the tenant says she has learned that the owner/landlord has now applied for another key FOB to give it to the realtor so the realtor can enter the rental unit at his own convenience.

The tenant says the realtor hounds and bullies her and he makes comments such as "...in light of the fact we didn't disturb you all week" even though he did disturb her. The tenant says these sorts of comments are vexatious and an example that the realtor's attitude is "...beyond unacceptable". The tenant says she is physically sick every time she must deal with the realtor and she is distressed when she goes home or leaves the building with fear that he will be waiting for her so he can issue the 24 hour notice he has threatened to issue.

The tenant testified that she wants to be present for all viewings because she does not trust the realtor. She says she does not trust that he will keep her belongings safe. In addition, she does not want the realtor to be present for the viewings because she does not wish to be verbally attacked.

The tenant says the realtor's conduct is causing her to have to interrupt her schooling and her work to deal with the consequences of the realtor's actions and that she must do a lot of running around and reorganizing to enable viewings.

The tenant says she wishes the unit would sell so she could move out and break her lease. The tenant says she has asked to be able to break her lease but the landlord will not agree.

The tenant says that she has reported the realtor's conduct to the realtor's association.

The tenant says she is seeking the following:

- \$1,950.00 rental rebate for June and July, 2009;
- \$10,400.00 in future rental rebate to the end of the lease or until the property is sold;
- An order that the viewings stop;
- An order to be allowed to change the locks to the rental unit; and
- \$12,650.00 in compensation for significant distress caused by the ongoing harassment and intimidation.

Agent for the landlord testified that all of the tenant's complaints are unfounded. The agent says the owner has listed the rental unit for sale and engaged the services of the realtor to sell it and he must have access to show the rental unit. The agent says the realtor has been attempting to work out a scheduled with the tenant but she

The realtor appeared as witness and testified that he has tried to make reasonable arrangements to be allowed to bring prospective purchasers but the tenant. The realtor agrees that he has brought through approximately 13 prospective purchasers over the course of this 3 month listing. In order to comply with the tenant's requests the realtor as waits in the lobby while buyers realtors show prospective purchasers the rental unit.

Findings

The burden of proving this claim is upon the tenant. The tenant claims that she is being harassed and threatened by the landlord's realtor and she does not trust him. The tenant wishes to be compensated for the harassment and threats. Further, she seeks to changes the locks to the rental unit and to prevent the realtor from bringing prospective purchasers through the rental unit. The evidence of both parties is that the realtor has shown the apartment 2-3 times per week during the course of a 3 month listing. I do not find this to be unreasonable. While the tenant says the agent bullies and harasses her, I find she has supplied insufficient evidence of bullying or harassment. While the tenant claims a sum for stress, she has again supplied insufficient evidence to show how the landlord or his realtor is causing her stress. A landlord is allowed to sell his or her property and I find that the realtor, hired by the landlord on his behalf, is attempting to do just that. I find that the evidence shows that the realtor is making every accommodation he can to find suitable times to show the rental unit and staying away during showings at the request of the tenant. In contrast, the tenant seeks an order to stop him from entering the rental unit at all or having showings. I find that it is the tenant who is being unreasonable. I also find that the tenant has failed to prove any of her claims whatsoever against the landlord

Conclusion

The tenant's claims are dismissed.