



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, OLC

### Introduction

This hearing was convened in response to an application filed by the tenant seeking compensation in the sum of \$2,500.00 for damage and/or loss and an Order that the landlord comply with the Act.

Both parties appeared at the hearing and gave evidence under oath.

### Issue(s) to be Decided

Has the tenant met the burden of proving her claim?

### Background and Evidence

The tenant testified that this tenancy began December 31, 2011. The rental unit is a 2 bedroom unit and the tenant testified that she pays \$650.00 per month for rent. The tenant initially lived in a smaller suite and she moved into this 2 bedroom suite in January 2012.

The tenant says that there has been ongoing harassment since she signed the tenancy agreement on December 31, 2011. The tenant says there has been discrimination on several occasions and that management is approaching the tenant's roommates in the hallways and has refused to sign a social services paper to allow the roommates to get disability payments from social services. The tenant says she contacted the owner of the building and he agreed that management has been treating the tenant wrong but then he served the tenant with a 1 month Notice to End Tenancy.

The landlord says that initially the tenant intended to take in a home-stay student into the second bedroom to gain some extra monies. The landlord testified that she would not have required the home-stay student to be added to the tenancy agreement because this person would be governed by his/her contract with the home-stay company. However the tenant did not move a home-stay student in she moved an

adult into her suite. The landlord requested that the tenant add the new occupant to the tenancy agreement and the tenant refused saying that no one is allowed to be listed in her tenancy agreement but herself. The landlord agrees that she has refused to sign the social services paperwork for the roommate because he is not a tenant and it is not her place to do so.

The tenant argues that the landlord is discriminating against them because they are on social assistance. The tenant argues that this is so because the landlord did not request a new tenancy agreement when the tenant was proposing to move a home stay student into the rental unit. This was requested only when the tenant had another roommate move in. Further, the tenant says the landlord signs paperwork for others but refuses to sign the social services paperwork for her roommate.

The landlord testified that a home stay student would be bound by the rules set out in the home stay contract and he/she would not become a tenant so a new tenancy agreement would not be required. However, as the new occupant is not a home stay student the landlord requests he be added to the tenancy agreement.

### Analysis

The tenant does not have to sign a new tenancy agreement. That the landlord requested a new tenancy agreement when a new roommate moved in is understandable. I do not find such a request to be harassment. Further, there is no requirement under the Act to compel a landlord to sign social services paperwork for anyone, let alone for someone who is not a tenant of the landlord. Overall I do not find that the landlord has acted improperly at all and I find that the tenant has failed in her burden of proving her claim for compensation for damage and/or loss or her claim to have the landlord ordered to comply with the Act.

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: June 28, 2012.

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Residential Tenancy Branch