



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, OLC, RP, AAT, RR and FF

### Introduction

This hearing was convened on the tenant's application of November 15, 2012 seeking a monetary award for loss of quiet enjoyment, Orders for landlord compliance with the legislation or rental agreement, repairs to the rental unit, access to the rental unit for the tenant or guest, rent abatement and recovery of the filing fee for this proceeding.

### Issue(s) to be Decided

This matter requires a decision on whether the tenant is entitled to a monetary award and in what amount.

### Background and Evidence

The tenant has resided in the rental building since 1994, but moved in to her present rental unit in 1996. Rent is currently \$1,030 per month and the landlord holds a security deposit of \$372.67.

During the hearing, with the assistance of her daughter, the tenant gave evidence that she has been the on the receiving end of bullying by the resident manager. In one incident on or about October 1, 2012, the tenant stated that the manager had come to her suite ostensibly to examine the bathtub stopper. However, the tenant became upset when the manager began to photograph other areas of the rental unit.

The tenant, who experiences angina attacks, was distressed by what she felt was the intrusive nature of the inspection, felt an attack coming on and asked the manager to leave. She stated that the manager delayed leaving and continued to be assertive with the result that the tenant had to take two doses of her nitro medication.

She said that the distress had resulted in her losing consciousness while out for lunch with friends and having to be taken to the hospital that day. A letter from the tenant's physician stated that the tenant had told him that the negative relationship with the building manager had a detrimental effect on her health.

The manger stated that she had only photographed under the sink after being advised by a plumber who had done repairs in the rental unit that the work had taken longer than necessary because of the clutter under the sink. She said she had departed the rental unit as soon as the tenant had asked her to do so.

On another occasion, the tenant stated that she had asked the manager to see to some mold growing in the bathroom only to be told, "Do it yourself, I'm not your "f...n" maid. On yet another occasion, the tenant said she had been distressed when she was entertaining friends for lunch and the landlord telephoned and demanded she move her car immediately in a manner that shocked her guests who overheard the conversation on her speaker phone. The parties had a similar unpleasant exchange over planters on the tenant's deck and the tenant makes claim that the manager has on numerous occasions made comment about her church which the tenant has found to be offensive.

Of greater concern was a threat by the manager that tenant's daughter would be barred from the property after the daughter had spoken aggressively with the manager over the treatment of her mother and had threatened to have her fired. That matter has since been resolved.

The tenant stated that she felt harassed by a suggestion by the landlord that she should move from her present two bedroom to a one bedroom rental unit.

The property manager give evidence that building managers are very carefully selected and trained and referred to numerous positive comments about the subject manager. She stated that the challenge of managing such a large seniors' residence demanded that the manager be decisive and firm in her interactions with tenants, and that the manager herself had felt harassed by the tenant, and by the unpleasant exchange with her daughter.

She had submitted into evidence records going back to the 1990's showing that the landlord had consistently responded to the tenants requests for repairs.

The parties have had an ongoing dispute since September of 2009 when it was discovered some tenants, including the subject tenant, had two lockers. The property manager stated that the rental agreement provides for only one locker. She stated that management had tried repeatedly to resolve the issue, offering the extra locker at \$10 per month, which has grown to an arrears of \$430 in the present matter.

She stated that at one point, they had offered to halve that claim if they tenant would vacate the locker but that she had insisted her right to the extra locker was grandfathered and subsequently did not respond to the landlord's efforts to resolve the issue.

The tenant also introduced a claim for \$445 for replacement of books she stated were damaged during an incident of water intrusion into the rental unit, a loss the landlord states was a matter for the tenant's contents insurance, which unfortunately has a deductible of \$500.

### Analysis

On the issue of loss of quiet enjoyment, while I find that the characterization of it as "elder abuse" to be an exaggeration, I do find that the tenant has experienced some degree of loss of quiet enjoyment. I set the value of that loss at \$430, an amount that I intend will extinguish the landlord's claim for use of the second locker. The tenant's daughter stated that she would see that the extra locker would be returned to the landlord during her imminent Christmas visit.

As to the books, I concur with the landlord that contents are the responsibility of the tenant and I make no award on the claim.

I accept the agreement of the landlords that when it is reasonable to do so, they will address concerns regarding the tenancy through the tenant's daughter by way of email in an effort to reduce the tenant's apprehensions.

Conclusion

The tenant is awarded \$430 for loss of quiet enjoyment and I order that she recover that amount by extinguishment of the landlord's claim for use of the extra storage locker.

The landlord has agreed that whenever it is practical to do so, communication with the tenant will be directed through her daughter by way of email.

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: December 17, 2012.

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Residential Tenancy Branch