



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mount Douglas Seniors Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, OLC

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation– Section 67; and
2. An Order for the Landlord to comply - Section 38.

The Landlords and Tenant were each given full opportunity to be heard, to present evidence and to make submissions under oath.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amount claimed?

Is the Tenant entitled to an order that the Landlord comply with the Act, Regulation or tenancy agreement?

Background and Evidence

The Tenant states that his application is primarily in relation to his concern about the Landlord’s bullying and intimidation of other tenant’s in relation to smoking issues at the seniors housing. The Tenant states that his right to quiet enjoyment has been disturbed by witnessing this behavior. The Tenant states that the Landlord has pressured other tenants to sign a new tenancy agreement, has printed newsletter with propaganda about smoking that creates tension, divisions and conflict between the tenants, has changed smoking areas arbitrarily and has informed tenants that whether or not they sign new tenancy agreements, the rules in relation to smoking areas will be enforced.

The Tenant states that he has not been pressured or has signed a new agreement and that he freely smokes around a gazebo and by a tree in the back.

The Landlord states that no tenants have been bullied and that where new tenancy agreements were signed these were done willingly. The Landlord states that tenancy agreements that were issued 30 years ago need to be changed to reflect changing requirements. The Landlord states that they are attentive to the needs of all their tenants and have provided a covered smoking area, gazebo and pathway for smokers. The Landlord states that they still have complaints about smokers by the door and agree that some tenants have been told to stay away from doors when smoking.

Analysis

Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established. While the Tenant is clearly concerned about the welfare of other tenants, based on the Tenant's evidence that the Landlord has not pressured or harassed the Tenant, I find that the Tenant has not substantiated that the Landlord has acted out of compliance or in a way that has caused the Tenant any loss under the Act or tenancy agreement. I therefore dismiss the Tenant's application. I would note however that the Landlord's use of a newsletter to provide information, or as the Tenant describes it, "propaganda", that causes conflict between tenants may be questionable and I would caution the Landlord to refrain from creating any conflict by this means.

Conclusion

The Tenant's application is dismissed.

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: March 18, 2014

Residential Tenancy Branch

