



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Capital Regional Housing Corporation  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNDC, OLC, LAT

### Introduction

The hearing was originally scheduled to commence by way of telephone conference call at 11:00 a.m. on June 09, 2014. In error I called into the hearing late, by which time the tenant was the only other party still on the line. The tenant provided affirmed testimony and after the conclusion of the hearing I requested that Branch staff examine telephone records. As a result, Branch staff determined that the landlord had attempted several times to call into the hearing, but had ended these attempts after repeatedly finding there was no Arbitrator in attendance. In the result, Branch staff contacted both parties by telephone to inform them that the hearing would be rescheduled, the purpose being to give both parties an opportunity to give oral testimony at the same time.

Branch staff proposed 2 different dates for the rescheduled hearing: June 19 or June 26, 2014. The tenant stated that she had no particular preference, whereas the landlord identified a preference for June 19, 2014. Thereafter, Branch staff sent a notice of rescheduled hearing to both parties. Despite this, the tenant did not appear, and testimony was provided only by the landlord's agents on this occasion.

The hearing concerns the tenant's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / an order instructing the landlord to comply with the Act, Regulation or tenancy agreement / and authority to change the locks to the rental unit.

### Issue(s) to be Decided

Whether the tenant is entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Prior to the tenancy for the unit which is the subject of this dispute, the parties had entered into a tenancy with regard to a different unit for the period from May 01, 2012 to June 30, 2013. Thereafter, pursuant to a written tenancy agreement the current month-

to-month tenancy began on July 01, 2013. Rent is due and payable in advance on the first day of each month. Effective from March 01, 2014, the tenant's portion of monthly rent is \$472.00. A security deposit of \$280.00 was collected on June 26, 2013.

The tenant's application for compensation concerns broadly 2 different matters; the first concerns the landlord's conduct in relation to unit inspections, and the other concerns the landlord's conduct arising from interactions between the tenant and other renters. Relevant details related to both of these matters are set out below.

By letter dated March 28, 2014, the landlord provided tenants in units including the tenant's unit with "notice of entry" concerning the "Annual Unit Inspection" that would occur on Monday, April 07, 2014 between 9:00 a.m. and 1:00 p.m. The landlord's agent attended the unit on April 07, 2014 and found the tenant home; the tenant informed the agent of her understanding which is that the inspection was to have occurred on Friday, April 04, 2014. The agent deferred to the tenant and immediately left the unit. Subsequently, by way of a "notice of entry" posted the unit door on April 07, 2014, the tenant was informed that the inspection was rescheduled for Friday, April 18, 2014.

Following this, by letter dated April 08, 2014 the landlord's property manager contacted the tenant in regard to the agent's attendance to her unit on Monday, April 07, 2014. In her letter, the property manager noted that the "notice may have been dated incorrectly." Further, in her letter, the property manager stated, "We apologize for any inconvenience or upset this caused."

It was later noted that Friday, April 18, 2014 was a holiday, and so by way of "notice of entry" posted to the unit door on Wednesday, April 16, 2014, the tenant was informed that the inspection had been rescheduled for Friday, April 25, 2014. The landlord's notation at the bottom of this "notice of entry" reads as follows:

Thank you for your patience.

Subsequently, the agent attended the unit on Tuesday, April 22, 2014 with a plumber. The tenant was present in the unit at that time and was agreeable to the agent's completion of the annual inspection at that same time, as opposed to having the agent return to the unit again for inspection purposes on April 25, 2014.

Additional concerns identified by the tenant arise from her interactions with residents in other units, and her view that the landlord has not properly responded to her concerns. It is understood that in some instances police had been called by other residents, and there was resulting contact between the tenant, police and Ministry personnel (MCFD).

The landlord's agents testified that the landlord had been in contact with some of the other neighbours in question, and that parties were all encouraged to find ways of interacting more positively with each other. The landlord's agents testified that there was no evidence of other residents having breached tenancy agreements in their interactions with the tenant. Further, it is understood that some of the neighbours in question have either now moved, or not recently been involved with the tenant in any problematic way. Further, the landlord's agents testified that they have a request for transfer from the tenant which will be responded to on a "first come, first served" basis.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Section 28 of the Act addresses **Protection of tenant's right to quiet enjoyment**:

28 A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:

- (a) reasonable privacy;
- (b) freedom from unreasonable disturbance;
- (c) exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 29 [*landlord's right to enter rental unit restricted*];
- (d) use of common areas for reasonable and lawful purposes, free from significant interference.

Further, Residential Tenancy Policy Guideline # 6 speaks at more length to the "Right to Quiet Enjoyment."

Documentary evidence submitted by the parties includes, but is not limited to, the written tenancy agreement, various correspondence exchanged between the parties, several "notice(s) of entry," correspondence from the Office of the Ombudsperson to the tenant by date of February 13, 2013, and "witness statement(s)" made to police by the tenant on August 10 and September 06, 2013.

Based on the documentary evidence and testimony, in addition to the relevant legislation and guidelines, the various aspects of the tenant's claim and my findings around each are set out below.

***\$500.00: monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement (MNDC)***

At the outset, I note there is no specific manner of calculation before me which leads to the amount of compensation sought.

It is acknowledged that numerous events have taken place during the term of this tenancy which have upset the tenant; some of these events directly concern the landlord in relation to unit inspections, others more directly concern the conduct of other residents and, indirectly, the related response(s) by the landlord.

As to any upset arising from unit inspections, I am unable to find that the landlord's conduct merits an award of damages in favour of the tenant. Specifically, I find that proper notice of entry to the unit was given by the landlord (section 29 of the Act: **Landlord's right to enter rental unit restricted**), and that allowing for a possible error in the landlord's posting of a specific time for entry to the tenant's unit, the landlord extended a written apology to the tenant in a timely manner.

In regard to the landlord's response to upsets with other residents, comments in correspondence to the tenant from the Ombudsperson Officer include the following:

.....[I] was told that the Property Manager met with you and also spoke with your neighbours about what you believe was ongoing harassment from the neighbours. I learned that the Property Manager has had ongoing conversations with both you and the neighbours about having positive interactions with each other.

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It appears that the [landlord] has responded to your complaints in an ongoing manner as they relate to your tenancy and the tenancy agreement.

I find no evidence that the landlord has failed to take reasonable steps to address the tenant's concerns about other residents. In summary, I find that the tenant has failed to meet the burden of proving entitlement to compensation as claimed, and this two-part aspect of the application is therefore dismissed.

***Order instructing the landlord to comply with the Act, Regulation or tenancy agreement (OLC)***

Following from my findings directly above, I find there is no evidence of the landlord's having breached the requirements of the legislation or the tenancy agreement. In the result, I find there is no indication of a need to issue the order sought by the tenant in her application, and this aspect of the application must therefore be dismissed.

***Authority to change the locks to the rental unit (LAT)***

Section 31 of the Act speaks to **Prohibitions on changes to locks and other access**. I find there has been neither affirmed testimony by the parties, nor documentary evidence before me, which supports the application for authority to change the locks to the rental unit. Accordingly, this aspect of the application is hereby dismissed.

Conclusion

The tenant's application is hereby 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: June 25, 2014

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Residential Tenancy Branch

