



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DOMUS MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

DRI, OLC, FF, O

Introduction

This conference call hearing was convened in response to an application by the tenant disputing a rent increase, and for an Order that the landlord to Comply with the Act and recover the filing fee.

Both parties attended the hearing and each acknowledged receiving the evidence of the other.

Issue(s) to be Decided

Did the landlord serve the tenant with an illegal rent increase?
Should the landlord be Ordered to comply with the Act?
Are the tenants entitled to other relief?

Background and Evidence

The tenancy began in 2003. The tenant's application raised a series of complaints about the landlord and the administration of the residential property. The tenant claims that they did not receive a Notice of Rent Increase in December 2013 to be effective April 01, 2014. The tenant claims they received a document on December 01, 2013 taped to their door but it was not a Notice of Rent Increase, but a sort of an accounting record. The landlord responded with evidence that they taped the Notice of Rent Increase in concert with the regulations for a lawful increase of rent, to the tenant's door on December 01, 2013, in the presence of a Police Officer. The landlord provided a document from a local Police Constable attesting that they were present with **the** landlord on December 01, 2013 at approximately 10:00 a.m. when the landlord taped a Notice of Rent Increase to the tenant's door. The landlord provided the Notice of Rent Increase form dated December 02, 2013 with an effective date of April 01, 2014.

The tenant testified that they want the landlord to be Ordered to stop, “intimidating” them. The tenant testified that the landlord appears to glare at her, placing their hands on their hips and making it apparent they dislike the tenant. It must be noted that the document evidence of both parties clearly indicates an ongoing acrimonious relationship between the parties, whom have previously been before an Arbitrator. The tenant related that they want the landlord to stop placing unsigned notices under their door. The landlord agreed they would, from here on, better identify all notices originating from the landlord. In all of these regards they want the landlord to be ordered to be more, “professional” in dealing with them.

The tenant testified they want the landlord to reverse a recent change in the access to a *common area* on the residential property previously unrestricted. The landlord explained that for safety reasons, including ongoing disturbances and improper use of the common area they were compelled to place restrictions and controls at the discretion of the landlord on access to the common area in early 2013. They testified that the area is still available and accessible to all tenants, upon notifying the landlord that they wish to use it. The landlord testified that the policy is not unknown, but agreed they would place a notice on the common area notifying tenants of the procedure for accessing the common area. In respect to the same area, the tenant complained that the common washroom adjacent to the laundry room and common area was locked one day. The landlord testified that the washroom is not locked, and that the tenant should not find it locked.

The tenant testified that one day they came upon a person unknown to them walking about the residential property causing them safety concerns. The landlord explained the person was a vacation relief person for only several days. The landlord agreed they would somehow notify tenants of a landlord’s relief representative on site in their absence, even if for a short period of time, in hopes of avoiding future confusion.

The tenant again raised a previous concern that another occupant of the property is using the rental property for an apparent used car sales business out of the property and this raises security concerns for this tenant. The landlord testified and provided evidence that they have involved the Police to ensure the unnamed occupant is complying with applicable laws respecting their business and the landlord has taken steps to prevent any negative impact on tenants. The tenant claims that the unnamed occupant was recently known to have allowed a test drive of a vehicle on the landlord’s property; and, the landlord may again address the concern to the unnamed occupant. However, it must be noted that the tenant testified that they themselves have not been negatively affected by the activities of the unnamed occupant.

Analysis

I find that the bulk of the tenant's issues and complaints about the landlord stem from their ongoing conflicted relationship and compromised communication, or lack of communication. I find the tenancy relationship remains as identified by a previous Decision of the parties, provided into evidence, which in relevant part states:

The tenants and the landlord's representative are not on good terms both the tenants and the resident managers accuse each other of rudeness and of having a bad attitude. I am unable to assign blame and at this juncture it does not amount to a situation that would justify an order or some other form of intervention.

I find that the tenant has not presented me with certain matters for which there is a remedy available through this dispute resolution process, which can effectively deal with the ongoing animosity of the tenancy relationship.

I find the landlord served the tenant with a legal Notice of Rent Increase, which as a result it is not available for the tenant to dispute. **I dismiss** this portion of the tenant's claim, without leave to reapply.

I find that I have not been presented with sufficient evidence necessitating that the landlord be Ordered to Comply with any portion of the Act. As a result, **I dismiss** this portion of the tenant's claim, without leave to reapply. Effectively, the tenant's application **is dismissed** in its entirety.

Conclusion

The tenant's application **is dismissed** in its entirety.

This Decision is final and binding on both parties.

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: May 28, 2014

Residential Tenancy Branch

