



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BELMONT PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MNDC, OLC, OPR, MNR, MNDC, FF

Introduction

In the first application the tenant seeks to cancel a ten day Notice to End Tenancy, for an order that the landlord comply with the law and the tenancy agreement and for damages for harassment she says she has suffered from a neighbouring tenant.

In the second application the landlord seeks an order of possession pursuant to the Notice and a monetary order for unpaid rent.

By the date of hearing the landlord was not owed any money. The tenant had made arrangement to relocate by October 29, 2014 and it was agreed the landlord will have an order of possession for one o'clock in the afternoon on that day.

The remaining issue was the tenant's allegation that she had been harassed.

Issue(s) to be Decided

Does the relevant evidence presented at hearing show on a balance of probabilities that the tenant is entitled to the relief requested?

Background and Evidence

The rental unit is a one bedroom apartment in a conventional, 47 unit apartment building. The tenancy started in December 2013. The monthly rent is \$765.00. The landlord holds a \$300.00 security deposit.

The tenant testified that Mr. R.D. in a neighbouring apartment has been harassing her with intentional excessive noise, has displayed stalking like behaviour, climbed on her balcony a year and a half ago, claiming to have locked himself out of his apartment, has threatened to harm her cat, made threats to her personal property, slandered her

character by intimating to others she is a prostitute. She opines that his conduct is retaliation for a claim of sexual abuse she made against him.

Apparently there was a respite from this conduct between May and August but it has recommenced.

The tenant says she has reported the conduct to the police but that they direct her to her landlord. She has reported Mr. R.D.'s conduct to the landlord while it was occurring but the landlord has done nothing.

The tenant presented a signed statement from a Mr. S.S. who says he has been in her apartment when Mr. R.D. could be heard "talking very loudly on his phone" inside his apartment and on his balcony. Mr. S.S. has heard Mr. R.D. slam his balcony door repeatedly. He thinks the actions were made deliberately to disturb the applicant tenant. On one undated occasion he heard Mr. R.D. threaten to cut down one of the artificial plants on her balcony.

The landlord's representative Ms. O'C., the property manager, heard of the tenant's sexual assault allegations. She says the allegations were involving constant sexual abuse. She directed her to the police. She has never spoken to Mr. R.D.

Ms. L.D., the resident caretaker/manager testified that she has investigated the tenant's complaints and was told by Mr. R.D. that the tenant was upset because they had broken up four to five years ago. She says that the police officer investigating the tenant's allegations concluded that the tenant was merely upset because she and Mr. R.D. were no longer together. She denies that the tenant has ever contacted her while the alleged harassing conduct was occurring; it was always afterward. She says that the tenant Mr. R.D. denies any harassing conduct and indicated that he was not home on some occasions.

Analysis

A landlord is not responsible for the harassment and disturbance of one tenant by another. The landlord's obligation is, upon receiving a complaint, to investigate to an extent reasonably demanded by severity of the conduct complained of, and to take the appropriate action, if any, that such investigation calls for, such as warnings and eviction.

In this case the evidence submitted indicates the landlord has taken reasonable steps to receive and investigate the tenant's complaints and has reached the conclusion the

circumstances do not warrant taking action against Mr. R.D.. That is a conclusion the tenant might strongly disagree with, but it appears to a conclusion a reasonable person could come to.

Conclusion

The landlord will have an order of possession as agreed. The landlord's claim for rent or loss of rental income is withdrawn. The remainder of the tenant's application is dismissed.

I direct the landlord recover its \$50.00 filing fee for its application from the security deposit it holds.

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: October 24, 2014

Residential Tenancy Branch

