



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF,O

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for a monetary order for money owed or compensation for damages or loss under the Act, regulation or tenancy agreement.

Issues to be Decided

Is the tenant entitled to a monetary order?

Background and Evidence

The tenancy began on June 7, 2014. Rent in the amount of \$820.00 was payable on the first of each month. A security deposit of \$410.00 was paid by the tenant.

The tenant testified that when she spoke to the landlord's agent prior to signing the tenancy agreement, she was told the building was non-smoking; however, she was informed at that time that smoking was allowed on the balconies.

The tenant testified that she is seeking compensation in the amount of \$500.00 for harassment by the landlord, and for money lost due to being ill as a result of the harassment.

The tenant testified that on May 7, 2014, when she went to pay the damage deposit the landlord was rude two times and informed her that she was running a business. The tenant stated the landlord did not apologise for her rudeness.

The tenant testified that on June 8, 2014, she received a voice message from the landlord asking her to please turn down the television. The tenant stated it was early in the morning and her television was not turned on. The tenant stated the landlord did not apologise.

The tenant testified that on July 7, 2014, the landlord asked her if she had another person living in her rental unit. The tenant stated that she told the landlord that her friend has his own house and was not living with her, but the landlord continue to tell her that if he was living there that he needed to be added to the tenancy agreement.

The tenant testified that on July 10, 2014, the landlord asked her to please not leave laundry in the laundry room. The tenant stated that she did not realised that she had forgotten her laundry and went to the laundry room only to discover it was not hers.

The tenant testified that on July 17, 2014, the landlord contacted her because she had an unlicensed vehicle stored in the parking area and the landlord told her that she had to have the vehicle removed. The tenant stated she was unaware that you could not have an unlicensed vehicle on the property and had the vehicle removed.

The tenant testified that on August 9, 2014, she had her granddaughter over and her granddaughter was quite noisy and this noise disturbed the renter that was directly below her unit. The tenant stated that she apologised for the noise when she received the noise complaint, but the landlord still left two letters of the complaint under her door.

The tenant testified that because of the above incidents of harassment she has missed three days of work.

In response the landlord's agent testified, that since the tenant has moved in to the building the tenant has not been happy. The agent stated that the caretaker of the building has not harassed the tenant in anyway and in each instance the caretaker was acting appropriately as she was responding to complaints that were received or dealing with issues of the tenancy.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Harassment is defined in the Dictionary of Canadian Law as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome".

In this case the evidence supports that the landlord or the landlord's agent had not engaged in harassment. Each time the landlord or the landlord's agent has spoken to the tenant or sent a letter to the tenant, it was for a reasonable and lawful purpose. I find

the tenant has failed to prove the landlord has engaged in comments or conduct as defined as harassment. Therefore, I dismiss the tenant's application without leave to reapply. As the tenant was not successful the tenant is not entitled to recover the filing fee.

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: October 09, 2014

Residential Tenancy Branch

