



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EMV HOLDINGS CORP.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC O FF

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenant on August 08, 2014, to obtain an Order to have the Landlord comply with the Act, regulation or tenancy agreement, for other reasons, and to recover the cost of the filing fee from the Landlord for this application.

The hearing was conducted via teleconference and was attended by 4 agents for the Landlord and the Tenant. All testimony for the Landlord was provided by the Resident Manager, hereinafter referred to as the Landlord

Each party gave affirmed testimony and confirmed receipt of evidence served by the other. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

Should the Landlord be ordered to comply with the Act?

Background and Evidence

It was undisputed that the Tenant has resided in the current rental unit since July 1, 1993. The Tenant has entered into subsequent tenancy agreements with the most

recent fixed term tenancy commencing on April 1, 2014 which is set to expire on September 30, 2014. Rent of \$1,073.00 is payable on the first of each month and on September 4, 2013 the Tenant increased her security deposit to be \$575.00.

The Tenant testified that she had originally filed her application to seek clarification regarding a letter the Landlord had issued her on May 22, 2014. She stated that she was initially concerned that the Landlord was attempting to evict her or that he would use the May 22, 2014 to evict her at a future date. She has since learned that this letter was not an official eviction notice.

The Tenant discussed her concerns surrounding why the Landlord was entitled to have a dog while she was not allowed to have a dog visit her in her suite. She said the May 22, 2014 letter was issued to her shortly after she approached the Landlord's wife and asked why the Landlord's wife could have a dog and she could not have one visit. The Tenant also spoke about how the Landlord's approach has been discourteous and at times very brusque when he has dealt with storage locker issues back in 2010 and when he has approached her about her bringing her bike in through the main lobby. She spoke about losing possessions back in 2010 and noted that she has since found out that there is a bike storage locker which she now has access too.

The Landlord responded to the Tenant's submissions saying that he had witnessed the Tenant approach his wife on May 22, 2014 and that he had heard their conversation. He argued that the Tenant had confronted his wife in a manner that he felt was harassing. He said that their building is a no pet building and that rule applies to all tenants except for him and his wife, who are the resident manager and assistant, and for a few tenants who had pets prior to the no pet policy was implemented.

The Landlord testified that since issuing the May 22, 2014 letter he has had no problems with the Tenant. He argued that there was no evidence to support the Tenant's application and her submissions were completely meritless.

The Tenant responded to the Landlord's submission and apologized to the Landlord's wife, clarifying that it was not her intention to threaten or harass her. She said she understands now that the Landlord and his wife have different rules.

In closing, the Landlord summarized his previous submissions and argued that his time is valuable. The Landlord then spoke to the Tenant and stated "I caution the Tenant that using my valuable time to deal with this meritless application has taken me away from making improvements at the property". The Landlord went on at length about his valuable time and how the tenant caused him to have to spend time preparing paper

work and taking him away from his duties at the property to deal with her “meritless dispute”.

Analysis

A dispute resolution proceeding is a legal process initiated by a landlord or a tenant by filing by an Application for Dispute Resolution for the purpose of obtaining a legally binding decision from an independent decision-maker, as provided under section 58 of the *Residential Tenancy Act*.

In this case the Tenant had filed her application for dispute resolution to clarify a material term of her tenancy that prevented her from having a dog inside her rental unit, when the Landlord and his wife were allowed to have a dog; and to discuss the manner in which the Landlord has dealt with issues in the past.

The rules of evidence do not apply as provided in section 75 of the Act which stipulates that the director may admit as evidence, whether or not it would be admissible under the laws of evidence, any oral or written testimony or any record or thing that the director considers to be necessary and appropriate, and relevant to the dispute resolution proceeding.

Notwithstanding the Landlord's assertion that the Tenant's application was meritless and a waste of his valuable time, I find the Tenant was well within her rights to bring forth her application to clarify the terms of her tenancy and to voice her concerns about how the Landlord has dealt with issues in the past.

As may happen from time to time, the Tenant in this case came to realize the answer to her questions and concerns prior to the hearing, and simply wanted to voice her concerns about the Landlord's tone when dealing with certain issues. Despite raising comments about the manner in which the Landlord dealt with the storage locker or the bike issues, the Tenant did not indicate she was seeking anything other than an opportunity to discuss what had occurred. Although the *Residential Tenancy Act* does not regulate the manner in which adults must communicate with each other, it may be in everyone's best interests if they choose to communicate in a more courteous tone.

I note that the manner in which the Landlord presented his closing remarks, specifically his “caution” to the Tenant about how his valuable time was taken away from the property to deal with her “meritless application”, presented some concerns for me. While I appreciate that it takes time for participants to prepare for dispute resolution proceedings, inevitably that type of work forms part of the duties of a person who chooses to be a landlord in the province of B.C.

Based on the foregoing, I felt it necessary to draw the participants' attention to section 95(2) of the Act, which stipulates that any person who coerces, threatens, intimidates or harasses a tenant from making an application under the Act, or for seeking or obtaining a remedy under the Act, may be found to have committed an offence and is subject to a fine or administrative penalty.

The Tenant had primarily resolved her issues, prior to this proceeding; therefore, I decline to award recovery of the filing fee.

Conclusion

As noted above, the Tenant clarified her concerns and resolved her issues. Therefore, no further action is required at this time.

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 27, 2014

Residential Tenancy Branch

