



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Rockwell Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes                      MNDC, OLC

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 67; and
2. An Order for the Landlord to comply – Section 62.

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing in person to the office manager on July 10, 2015 at the Landlord’s place of business in accordance with Section 89 of the Act. The Landlord did not attend the hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

### Preliminary Matter

During the hearing it was noted that the Tenant was having difficulty expressing himself and was offered an adjournment to obtain the help of an advocate. The Tenant became upset and insisted that the proceedings continue as the Tenant was only nervous. As a result the hearing continued.

### Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Is the Tenant entitled to an order that the Landlord comply with the Act or tenancy agreement?

### Background and Evidence

The Tenant is unsure when the tenancy started but believes it started sometime in the spring of 2015. Rent of \$950.00 is payable monthly.

The Tenant states that the property manager has been entering his unit without right or notice and disturbing the Tenant. The Tenant states that the property manager is also bothering the Tenant by coming to the Tenant's door and getting into "twisted sexual talk". The Tenant states that this manager, a friend of the manager and other employees should be criminally investigated as the manager also hints about child abduction. The Tenant states that "these guys are sick people". The Tenant states that on one occasion in May 2015 the manager entered the unit and physically assaulted the Tenant. The Tenant states that a report was made to the police but nothing was done. The Tenant states that the manager also entered his unit on one occasion and sexually assaulted the Tenant. The Tenant states that this was not reported to the police as the police didn't do anything about the physical assault. The Tenant states that the manager has entered his unit multiple times with non-stop abuse and that the whole building needs to be criminally investigated.

The Tenant claims \$10,000.00 for the physical assault.

The Tenant states that on one occasion when the manager was in the Tenant's unit the manager stole two expensive bags from the Tenant. The bags were made in England and were purchased in Toronto about a year ago. The Tenant states that since that time he has been taking very good care of the bags. The Tenant estimates that the larger bag is worth \$2,300.00 and the smaller bag is worth \$500.00. The Tenant claims \$4,500.00 and asks for an email transfer of the monies awarded.

The Tenant states that given the behavior of the manager he no longer wants to be notified of access to the unit by any method other than mail. The Tenant requests an order for this communication and an order for the Landlord's compliance with the order.

### Analysis

Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. In a claim for damage or loss, the party claiming costs for the damage or loss must prove, inter alia, that costs for the damage or loss have been incurred or established.

Given the lack of invoices, receipts, bills or photos for the bags and considering the evidence of lesser amount of value of the bags upon purchase than that being claimed, I find that the Tenant has not substantiated the loss claimed and I therefore dismiss this claim. Although it may be accepted that the manager assaulted the Tenant there is no evidence that the manager entered without the verbal permission of the Tenant at the time of the entry or that the manager failed to leave after being told to leave by the Tenant. As a result, I find that the Tenant has not substantiated that the landlord breached the tenancy agreement or act and I dismiss the claim for \$10,000.00. The assaults are more properly a criminal matter and the Tenant may wish to pursue a claim for compensation through the Crime Victims Program.

A landlord's right to enter a unit is restricted under Section 29 of the Act that provides for access, inter alia, after notices are posted. Based on the Tenant's undisputed evidence of improper entry into the unit, I find that the Tenant is entitled to a restriction on the Landlord's right of entry. As such, should the Landlord wish to enter the unit for reasons that would require a notice being posted on the door, I order that the Landlord may only make such entry after sending such notice to the Tenant by mail. The Landlord is directed to the service provisions of the Act under Section 90 that provides that notices given by mail are deemed to be received on the 5<sup>th</sup> day after being mailed

### Conclusion

The Tenant's claims for compensation are dismissed. The Landlord is ordered to provide notice of entry to the Tenant by mail in the circumstances set out above.

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: September 10, 2015

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Residential Tenancy Branch

