



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BC Housing  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

LRE, MNDC, and FF

### Introduction

These hearings were convened in response to an Application for Dispute Resolution, in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss, for an Order suspending or setting conditions on the Landlord's right to enter the rental unit, and to recover the fee for filing this Application for Dispute Resolution.

At the hearing on August 31, 2015 the Tenant stated that on June 30, 2015 the Application for Dispute Resolution, the Notice to Hearing, and documents the Tenant submitted to the Residential Tenancy Branch with the Application for Dispute Resolution were sent to the Landlord, via registered mail.

At the hearing on August 31, 2015 the Tenant stated that she submitted a copy of the Canada Post receipt for the documents that were mailed. When the Tenant was advised that there is a Canada Post receipt for July 05, 2015 she stated that the documents must have been mailed on July 05, 2015.

At the hearing on August 31, 2015 the Landlord acknowledged receipt of the aforementioned documents and they were accepted as evidence for these proceedings.

On August 14, 2015 the Tenant faxed 28 pages of evidence to the Residential Tenancy Branch, which included a fax cover sheet and documents numbered 1-18 and 21-29. At the hearing on August 31, 2015 the Tenant stated that this evidence was served to the Landlord, via fax, on August 14, 2015. At the hearing on August 31, 2015 the Landlord acknowledged receipt of this evidence and it was accepted as evidence for these proceedings.

On August 16, 2015 the Tenant faxed 14 pages of evidence to the Residential Tenancy Branch, which included a fax cover sheet and documents numbered 19, 20, and 30-40. At the hearing on August 31, 2015 the Tenant stated that these documents were personally delivered to the Landlord's business office in Burnaby, B.C. on August 16,

2015. At the hearing on August 31, 2015 Legal Counsel for the Landlord stated that these documents have not been received.

On August 17, 2015 the Tenant submitted 4 pages of evidence and a USB stick to the Residential Tenancy Branch. At the hearing on August 31, 2015 the Tenant stated that this evidence was personally delivered to the Landlord's business office in Burnaby, B.C. At the hearing on August 31, 2015 the Landlord acknowledged receipt of this evidence and it was accepted as evidence for these proceedings.

At the hearing on August 31, 2015 Legal Counsel for the Landlord stated that the Landlord submitted a nine page written submission and 45 pages of evidence to the Residential Tenancy Branch on August 19, 2015. At the hearing on August 31, 2015 the Property Portfolio Manager stated that he personally delivered these documents to the Tenant on August 19, 2015. At the hearing on August 31, 2015 the Tenant acknowledged receipt of the documents. These documents were not available to me at the time of the hearing on August 31, 2015.

The hearing on August 31, 2015 was adjourned, pursuant to rule 11.6 of the Residential Tenancy Branch Rules of Procedure, to provide the Landlord with the opportunity to re-submit the evidence package that the Landlord contends was submitted on August 19, 2015. After the conclusion of the hearing on August 31, 2015 this evidence package was located by the Residential Tenancy Branch and the landlord's evidence was accepted as evidence for these proceedings.

At the hearing on August 31, 2015 the Tenant stated that she submitted an application for a subpoena to the Residential Tenancy Branch on August 19, 2015 or August 20, 2015. This request was not available to me at the time of the hearing on August 31, 2015, although it was located after the hearing.

At the hearing on August 31, 2015 the Tenant was advised that she has the right to re-submit this request to the Residential Tenancy Branch and to serve the request to the Landlord. The Tenant resubmitted this document to the Residential Tenancy Branch on September 03, 2015.

The Tenant stated that she believes the request for a subpoena was delivered to the Landlord's business office on August 21, 2015. The Landlord acknowledged receipt of this document and it was accepted as evidence for these proceedings.

At the hearing on August 31, 2015 the Tenant was advised that she has the right to reserve the 14 pages of evidence that was faxed to the Residential Tenancy Branch by the Tenant on August 16, 2015, which includes a fax cover sheet and documents numbered 19, 20, and 30 to 40. At the hearing on November 04, 2015 the Tenant stated that she served these documents to the Landlord, via courier, sometime prior to September 04, 2015. At the hearing on November 04, 2015 Legal Counsel for the Landlord acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

No evidence that was submitted after the proceedings commenced on August 31, 2015 was accepted, with the exception of the aforementioned documents that the parties were given leave to submit.

There was insufficient time to conclude the hearing on November 04, 2015 so the matter was adjourned. The hearing was reconvened on January 13, 2016 and was concluded on that date.

Both parties were represented at all hearings. They were provided with the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

#### Preliminary Matter #1

In an addendum to the Application for Dispute Resolution the Tenant requested that I issue an Order prohibiting various occupants of the residential complex and a building manager with the initials "K.T." from contacting the Tenant. I do not have the authority to issue a "no contact Order" and that request cannot be considered.

#### Preliminary Matter #2

In an addendum to the Application for Dispute Resolution the Tenant requested that I issue an Order requiring the Landlord to retract "breach of tenancy letters". I do not have the authority to order a landlord to retract documents they have issued or to expunge documents from their records and that request cannot be considered.

#### Preliminary Matter #3

In an addendum to the Application for Dispute Resolution the Tenant declared that she wants permission to keep a variety of personal items, such as a walker and table and chairs, on the common walkway outside of her front door. I do not have the authority to order a landlord to add a term to a tenancy agreement, including a term that gives a tenant the right to store property on common property. This request will therefore not be considered.

#### Preliminary Matter #4

In an addendum to the Application for Dispute Resolution the Tenant declared that she wants written permission to use her washer and dryer in her rental unit. Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application.

I find that the primary issue in dispute at these proceedings is the claim for compensation for loss of quiet enjoyment of the rental unit, and that matter will be considered at these proceedings.

I find that the application to suspend or set conditions on the Landlord's right to enter the rental unit is highly important. Due to the importance of that issue, it will also be considered at these proceedings.

I find that the issue of the washer and dryer is not sufficiently related to the claim for financial compensation and the more important issue of access to the unit and that claim is, therefore, being severed pursuant to rule 2.3 of the Residential Tenancy Branch Rules of Procedure.

The Tenant retains the right to file another Application for Dispute Resolution seeking written permission to use of her washer and dryer if the parties cannot resolve this issue without the need for a formal hearing.

#### Preliminary Matter #5

In a written request dated April 21, 2015 the Tennant requested a subpoena for a person with the initials of -- a person with the initials "--.", a person with the initials --." and a person with the initials ----.", all of whom live in the residential complex. The Tenant has submitted copies of documents written by these individual which outline disturbances at the residential complex.

The Tenant stated that she needs these witnesses to testify because they will be able to provide evidence regarding disturbances in the rental unit that are not addressed in the written submissions.

In the written request the Tennant also requested a subpoena for a person with the initials of "---- a person with the initials "-----.", and a person with the initials "-----.", all of whom live in the residential complex. This Tenant has not submitted documentary evidence from these individuals. The Tenant stated that she needs these witnesses to testify about disturbances in the rental unit.

Legal Counsel for the Landlord does not dispute that these witnesses have witnessed reported disturbances in the residential complex, some of which they have reported to the Landlord. She argued that the Landlord does not dispute that there are on-going conflicts in the residential complex and that hearing additional evidence in that regard will not be fruitful.

Rule 3.6 of the Residential Tenancy Branch Rules of Procedure authorizes me to decide whether evidence is relevant and to decline to hear evidence that I do not believe will be relevant to this issues being adjudicated.

I concur with the submission of the Landlord. There is no dispute that there are on-going conflicts with the occupants of this residential complex and on-going disturbances and I therefore do not need to hear additional evidence in that regard. The issue that requires adjudication is whether the Landlord responded appropriately to those disturbances and I find it highly unlikely that these witnesses will shed light on that issue.

I therefore decline the Tenant's application to issue a subpoena for these individuals.

Issue(s) to be Decided

Is the Tenant entitled to compensation for loss of quiet enjoyment of the rental unit and/or the cost of a screen door?

Is there a need to issue an Order restricting or setting conditions on the Landlord's right to enter the rental unit?

Background and Evidence:

The Landlord contends that this tenancy began on March 01, 2015 and that the Tenant may have been permitted to move into the unit prior to the official start of the tenancy. The Tenant contends that the tenancy began on February 14, 2015. Both parties agree that the Tenant lived in a separate rental unit in this residential complex prior to the start of this tenancy.

The Tenant contends the rent is \$520.00 per month and the Landlord contends the rent is \$490.00 per month.

The Tenant is seeking an Order suspending or setting conditions on the Landlord's right to enter the rental unit. She wants this Order because sometime in 2014 a building manager with the initials "----" tapped on the door of her previous rental unit (#106) and entered the unit without invitation, at which time he advised her that he was there to check the bathroom fan. The Landlord has no knowledge of this incident, although the building manager with the initials "----" was not present at the hearing on November 04, 2015 when this incident was discussed.

The Tenant stated that she does not believe the Landlord has entered her current rental unit without lawful authority.

At the hearing the Landlord committed to the Tenant that nobody representing the Landlord would enter her rental unit without lawful authority. The Tenant stated that she was satisfied with that resolution.

The Tenant is seeking \$813.45 for installing a screen door. The Tenant submitted a work order for the door dated March 29, 2015.

The Tenant stated that:

- she had to install a screen door because a neighbour's cat entered her rental unit almost every day until the screen door was installed;
- the cat would bite her and fight with her cat;
- she informed the Agent for the Landlord with the initials "----." of the problem many times but he did not force the neighbor to keep her cat inside the neighbour's rental unit;
- she could not prevent the neighbour's cat from entering her rental unit by keeping her door closed because she need to keep her door open to provide light into her rental unit;
- even if she did keep her door closed the cat would enter when she was exiting and entering her rental unit; and
- she did not have permission to install the screen door.

The Agent for the Landlord with the initials "-----" stated that:

- he received approximately 3-4 complaints from the Tenant about the neighbour's cat over a period of about 1.5 years
- every time he received a complaint he spoke with the owner of the cat and asked her to keep the cat inside her rental unit;
- the owner of the cat would comply with his requests every time; and
- the Tenant was never given permission to install a screen door.

The Tenant is seeking compensation for loss of quiet enjoyment.

The Tenant stated that this claim relates to on-going issues with other occupants of the residential complex, which she contends have disturbed, harassed, threatened, and assaulted her.

The Tenant submitted a large amount of evidence in which she has reported various issues to the Landlord. Several of these issues were discussed at the proceedings. Examples of the types of incidents reported by the Tenant are recorded in the decision. Although not all of the issues were discussed at the hearing, all of the documents regarding those issues have been reviewed, many of which relate to disturbances created by the occupants of #206.

The Tenant stated that on several occasions she has opened her front door to find another occupant of the residential complex "inches away" from the door. She stated that the occupant was on a common walkway and would refuse to leave at the request of the Tenant.

The Tenant stated that on another occasion a male occupant of the residential complex stood at her door with clenched fists and aggressive body language, although she could not hear what he was saying.

The Tenant stated that on more than one occasion a female occupant of the residential complex yelled that she was going to “kill her”.

At the hearing on January 13, 2016 the Tenant stated that on June 16, 2015 she and another occupant of the residential complex were having a conflict over plants that were on the common walkway of the complex. The Tenant stated that:

- the other occupant had moved some of the Tenant’s plants;
- the Tenant told the occupant not to move her plants;
- while the Tenant was moving her plants back to their original location the other occupant “kicked and elbowed” the Tenant;
- the incident was reported to the police;
- the occupant who allegedly “kicked and elbowed” her has been charged with assault; and
- the occupant who allegedly “kicked and elbowed” her has been ordered by the court to have no contact with the Tenant.

The Agent for the Landlord with the initials “----.” stated that:

- he was advised there was an altercation between the Tenant and another occupant of the residential complex;
- he was advised that the alleged assault was before the courts;
- he was advised that the other occupant is under court order not to contact the Tenant;
- he understands that the other occupant is complying with the court order to not contact the Tenant; and
- he believes the matter does not currently require the Landlord to intervene.

Legal Counsel for the Landlord stated that the prior to June 16, 2015 the Landlord was aware of an on-going conflict with property being stored in common areas of the residential complex. She stated that in an attempt to resolve that on-going conflict the Landlord disseminated a letter to all tenants, dated June 17, 2015, in which all tenants were advised that they must remove personal property from common areas.

The Tenant submitted a copy of the letter from the Landlord, dated June 17, 2015. The Tenant acknowledged that this letter was received after the altercation on June 16, 2015.

The Tenant submitted a video recording of the Tenant arguing with another person about that person moving the Tenant’s plants.

The Tenant stated that:

- on March 04, 2015 a different occupant of the residential complex was falsely accusing a separate occupant of the rental unit with theft;
- the “accusing” occupant became angry when the Tenant asked for proof of the theft;
- the “accusing” occupant went to the home of the “accused” occupant;

- the “accusing” occupant was screaming, pounding on the door, and trying to reach in through a window of the “accused” occupant’s home;
- the Tenant followed the “accusing” neighbor to the “accused” neighbour’s home
- the “accusing” occupant began yelling at the Tenant when she tried to intervene in the argument between the “accusing” occupant and the “accused” occupant; and
- that she reported this disturbance to the Landlord sometime in March of 2015.

The Landlord contends that:

- they received a report of this incident from the Tenant;
- they received a report of this incident from a different occupant who was concerned with the behaviour of the Tenant;
- the Landlord investigated and resolved the dispute between the “accused” occupant and the “accusing” occupant”; and
- the Tenant was informed, in writing, that the dispute between the other parties was a private matter and would not be discussed with her.

The Tenant submitted a video recording of the incident that occurred on March 04, 2015.

The Landlord and the Tenant agree that on April 21, 2015 the Tenant informed the Landlord that another occupant had installed a mirror which the Tenant believed was impacted her privacy. The Agent for the Landlord with the initials “-----” stated that he viewed the location of the mirror and he did not feel it impacted the Tenant’s privacy, however he asked the occupant who had installed the mirror to remove the mirror. The Landlord and the Tenant agree that the mirror was removed shortly after the Tenant’s concern was reported to the Landlord.

The Landlord contends that:

- they have received several complaints from the Tenant about other occupants of the residential complex during this tenancy and during her previous tenancy in the same complex;
- they have received several complaints about the Tenant from other occupants of the residential complex during this tenancy and during her previous tenancy in the same complex;
- they are aware that several people in the complex are in conflict with each other;
- they are actively involved in attempting to resolve these on-going conflicts;
- it is difficult to determine whether one party is wholly responsible for the conflict;
- they have advised all parties involved in these conflicts to avoid contact with each other and/or to treat each other with respect;
- they have moved one of the occupants involved in these on-going conflicts to a different residential complex;
- they relocated the Tenant to a different suite in this residential complex in an attempt to resolve the conflict;



- they have offered to relocate the Tenant again;
- the offer to relocate the Tenant included an offer to supplement the Tenant's rent in a housing complex that is not operated by B.C. Housing;
- the offer to relocate the Tenant included an offer to assist with the cost of moving;
- the offer to relocate the Tenant was contingent on the Tenant locating a rental unit that falls below identified "rent ceilings";
- the offer to relocate the Tenant was contingent on the Tenant being accepted as a tenant in an alternate rental unit; and
- the Tenant has not accepted their offer to relocate.

The Tenant stated that:

- she has declined the Landlord's offer to relocate her to a housing complex that is not operated by B.C. Housing , in part, because the "rent ceiling" is too low, because the deadline for finding alternate accommodations was unrealistic, and her current health prevented her from moving until after the end of the year;
- she has declined the Landlord's offer to relocate her to a housing complex that is operated by B.C. Housing , in part, because she has had previous conflicts with a party living in the proposed complex;
- all of the allegations made against her are false;
- the people making the allegations against her are not credible;
- the people making the complaints are "harassing" her; and
- the Landlord has accepted the complaints against her "without proof".

The Landlord submitted documentation regarding the offer to supplement the Tenant's rent in a housing complex that is not operated by B.C. Housing, including details of the "rent ceiling". The documents show the offer was made October 13, 2015.

At the hearing on January 13, 2016 Legal Counsel for the Landlord stated that the Landlord is still willing to relocate the Tenant to a B.C. Housing building in the general neighbourhood and to supplement her rent in a housing complex that is not operated by B.C. Housing.

An email from the Tenant was submitted in evidence, dated January 20, 2015. In the email the Tenant requests a transfer to her current rental unit in an attempt to resolve the conflict with the occupants of #206. There is no dispute that this transfer requested was granted and the parties entered into a new tenancy agreement that commenced on March 01, 2015.

Letters to the Tenant from the Landlord dated June 20, 2011, July 06, 2011, March 12, 2015, and April 09, 2015 and an email, dated November 26, 2014, that were submitted in evidence show that the Landlord informed the Tenant that her reported concerns were being investigated and that she may not necessarily be informed of actions taken by the Landlord in response to her concerns.

A letter to the Tenant from the Landlord that was submitted in evidence, dated April 28, 2015, indicates that the Tenant was informed another occupant has complained about her behaviour; that after investigating the conflict the Landlord is unable to determine which party is "at fault"; and that she should avoid negative interactions with her neighbours. In this letter the Tenant is advised that other occupants are complaining about the Tenant videotaping other occupants.

In an email responding to the letter of April 28, 2015, dated May 07, 2015, the Tenant declares, in part, that she only videotapes people when they are "accosting" her or her granddaughter and she denies the allegation that she is interfering with other occupants.

The Tenant submitted a USB device that contains images and recordings of a variety of incidents that have occurred in the residential complex. It is apparent that the Tenant recorded some, but not all, of these images/recordings, as she appears in at least one of the video recordings.

A letter to the Tenant from the Landlord that was submitted in evidence, dated May 07, 2015, indicates that the Tenant was advised that her interactions with another occupant and an employee of the residential complex on May 01, 2015 were inappropriate.

The Landlord submitted an email from the Agent for the Landlord who was involved in the incident on May 01, 2015, in which he outlined his interpretation of the incident. In this email the Agent for the Landlord noted that the Tenant has not had the legal right to possess the suite being viewed since March 01, 2015, although at the time she still had a vacuum and soil in the unit. In this email the Agent for the Landlord also notes that the Tenant videotaped the interaction.

The Landlord submitted an email from the occupant viewing the person viewing the Tenant's former unit on May 01, 2015, in which she outlined her interpretation of the incident.

The Tenant discusses the May 01, 2015 incident in an email to the Landlord, dated May 06, 2015, in which she declares, in part, that:

- she observed an occupant from the residential complex enter her former suite;
- she believed she was "technically still responsible for this suite" as she still had keys for the unit;
- the occupant was unescorted so she followed her into the suite;
- when she entered the suite she saw an agent for the Landlord inside the suite and asked him what was happening;
- that the agent for the Landlord told her it was not her business; and
- the agent for the Landlord was "belligerent and unnecessarily demeaning".

A letter to the Tenant from the Landlord that was submitted in evidence, dated January 26, 2015, indicates that the Tenant was informed another occupant has complained about the Tenant knocking on the occupant's door; that after investigating the conflict the Landlord is unable to determine which party is "at fault"; and that she should stop knocking on the other Tenant's door.

The Landlord submitted redacted documents, dated March 06, 2015, July 30, 2015, May 01, 2015, May 02, 2015, and May 04, 2015, in which other occupants of the residential complex are reporting concerns about the Tenant.

The Landlord submitted letters from occupant(s) of the residential complex, dated January 10, 2015 and April 10, 2015, in which the author(s) disputes and/or explains allegations being made about them.

### Analysis

I find there is insufficient evidence to show that the Landlord or anyone acting on behalf of the Landlord has entered the rental unit that is the subject of these proceedings without lawful authority.

Although the Tenant alleges that a building manager entered unit #106, which was her previous rental unit, without lawful authority, I find it would be unfair to expect the Landlord to respond to this allegation. As this Application for Dispute Resolution identifies the rental unit that is the subject of this dispute to be unit #304, which is the Tenant's current residence, I find it reasonable for the Landlord to presume the issues in dispute at these proceedings relate solely to unit #304. I therefore refuse to consider any issues arising from the Landlord allegedly entering unit #106 without lawful authority.

In the interests of contributing to a successful tenancy, the parties are reminded that the Landlord's right to enter the rental unit is subject to section 29 of the *Residential Tenancy Act (Act)*, which reads:

- 29 (1) A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:
- (a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;
  - (b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:
    - (i) the purpose for entering, which must be reasonable;
    - (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;
  - (c) the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;
  - (d) the landlord has an order of the director authorizing the entry;

- (e) the tenant has abandoned the rental unit;
- (f) an emergency exists and the entry is necessary to protect life or property.

(2) A landlord may inspect a rental unit monthly in accordance with subsection (1)(b).

Section 32(1) of the *Act* requires a landlord to provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law and, having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

I find that the Landlord was not obligated to provide the Tenant with a screen door and I therefore dismiss the Tenant's application to recover the cost of installing a screen door.

In adjudicating the claim for the screen door I was heavily influenced by my conclusion that the Tenant could have prevented the neighbour's cat from entering her rental unit by simply keeping her front door closed. Although I accept that the Tenant was not satisfied with the amount of light entering her rental unit when the door was closed, the rental unit was not equipped with a screen door and the Tenant is not entitled to a screen door simply because she prefers to keep her front door open.

In reaching this conclusion I placed little weight on the Tenant's submission that she had to install a screen door because the cat would enter her unit when she was exiting and entering her rental unit even if she kept her main door closed. It is not clear to me how a screen door would assist with this, given that the cat could enter the unit when she opened her screen door. Regardless, I find that with reasonable diligence an adult can prevent a cat from entering a residence when the front door is being opened and closed.

In adjudicating the claim for the screen door I was further influenced by the undisputed testimony that an Agent for the Landlord spoke with the owner of the cat whenever the Landlord received a complaint about the cat. I find that the Landlord acted reasonably and responsibly in response to the Tenant's concerns by speaking to the owner of the cat and reminding her of her responsibility to control her cat.

Section 28 of the *Act* stipulates that a tenant is entitled to quiet enjoyment including, but not limited to, rights to reasonable privacy; freedom from unreasonable disturbance; exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with the *Act*; and use of common areas for reasonable and lawful purposes, free from significant interference.

Residential Tenancy Branch Policy Guideline #6, with which I concur, explains the covenant of quiet enjoyment. Of particular relevance to this dispute are the portions of the guideline which read:

Every tenancy agreement contains an implied covenant of quiet enjoyment. A covenant

for quiet enjoyment may be spelled out in the tenancy agreement; however a written provision setting out the terms in the tenancy agreement pertaining to the provision of quiet enjoyment cannot be used to remove any of the rights of a tenant established under the Legislation. If no written provision exists, common law protects the renter from substantial interference with the enjoyment of the premises for all usual purposes.

Historically, on the case law, in order to prove an action for a breach of the covenant of quiet enjoyment, the tenant had to show that there had been a substantial interference with the ordinary and lawful enjoyment of the premises by the landlord's actions that rendered the premises unfit for occupancy for the purposes for which they were leased. A variation of that is inaction by the landlord which permits or allows physical interference by an outside or external force which is within the landlord's power to control. (Emphasis added)

The modern trend is towards relaxing the rigid limits of purely physical interference towards recognizing other acts of direct interference. Frequent and ongoing interference by the landlord, or, if preventable by the landlord and he stands idly by while others engage in such conduct, may form a basis for a claim of a breach of the covenant of quiet enjoyment. (Emphasis added)

A landlord would not normally be held responsible for the actions of other tenants unless notified that a problem exists, although it may be sufficient to show proof that the landlord was aware of a problem and failed to take reasonable steps to correct it. A landlord would not be held responsible for interference by an outside agency that is beyond his or her control, except that a tenant might be entitled to treat a tenancy as ended where a landlord was aware of circumstances that would make the premises uninhabitable for that tenant and withheld that information in establishing the tenancy.

It is evident that there are on-going disturbances in this residential complex and that several occupants in the complex are in conflict. In my view the issue to be adjudicated is whether or not the Landlord has made a reasonable effort to resolve those conflicts and/or disturbances.

On the basis of the testimony of the Tenant and in the absence of evidence to the contrary, I accept that the police have investigated the assault that allegedly occurred on June 16, 2015.

On the basis of the testimony of the Agent for the Landlord with the initials ----." and in the absence of evidence to the contrary, I am satisfied that the Landlord responded appropriately to this incident. Given that the matter is being investigated by the police and that the alleged assailant is reportedly under court order not to contact the Tenant, I find that this incident is being addressed by the proper authorities. Until such time as the courts render a decision on the matter, I find it would be inappropriate for the Landlord to determine the facts of that incident.

I find that the Landlord took reasonable and appropriate actions to resolve further

conflicts by issuing a letter, dated June 17, 2015, in which all occupants were advised that they must not store personal property in common areas. Given that the conflict on June 16, 2015 was directly related to tenants storing personal property in common areas, I find this was a reasonable and prudent directive.

After viewing the video recording of the incident on March 05, 2015, I am satisfied there was an inappropriate altercation between two occupants of the residential complex. On the basis of the testimony of the Tenant and the video recording, I find this altercation did not directly involve the Tenant and that she intervened in a dispute between two other parties in an attempt to assist one of the parties. I find that the Tenant's presence exacerbated the disturbance and, on the balance of probabilities, would have been less significant if the Tenant had simply remained uninvolved.

I find that the Landlord responded appropriately to the incident on March 05, 2015 by investigating and resolving the issue with the two parties involved in the initial dispute. I find it reasonable for the Landlord to exclude the Tenant from that resolution as I find it highly unlikely that her involvement would contribute to the matter remaining resolved.

When the situation in this residential complex is considered in its entirety, I find that the Landlord has made reasonable efforts to manage the conflicts and disturbances.

My determination that the Landlord has made reasonable efforts to manage the conflicts and disturbances is based, in part, on the undisputed evidence that the Landlord has:

- relocated one occupant in the residential complex to another complex;
- relocated the Tenant within the residential complex;
- the Landlord has offered to relocate the Tenant to another residential complex within their control; and
- the Landlord has offered to supplement the Tenant's rent if she chooses to move to another residential complex that is not within the control of the Landlord.

In my view the efforts to relocate the parties in conflict is reasonable, particularly when it cannot be determined that one party is solely responsible for the conflict.

My determination that the Landlord has made reasonable efforts to manage the conflicts and disturbances is based, in part, on the documents submitted in evidence that show the Landlord has informed the Tenant, in writing, that the Landlord is investigating at least some of the many complaints submitted by the Tenant and by the Landlord's submission that agents for the Landlord investigated the Tenant's concerns. I find it reasonable that the Landlord did not provide the Tenant with the results of all of their investigations out of concern for the privacy of the other parties.

My determination that the Landlord has made reasonable efforts to manage the

conflicts and disturbances is based, in part, on the Landlord's responses to the Tenant's concerns that have been recorded in this decision, including the timely response to the Tenant's concern about a mirror being mounted in a common area.

I note that although the Landlord contends it responded to all of the Tenant's concerns, those responses have not been documented. Given the sheer volume of the reports, some of which are minor, I find it would have been unwieldy for the Landlord to have responded to all incidents in writing. Incidents that I consider to be minor include the Tenant's claim that on several occasions she opened her front door to find another occupant of the residential complex "inches away" from the door. Given the history between the parties and that the Tenant's door opened to a common walkway and the occupant had a legitimate reason to pass the Tenant's door, I find the Landlord would have had great difficulty substantiating this claim.

In adjudicating this matter I was heavily influenced by the Landlord's submission that several occupants of this residential complex are blaming each other for the disturbances/conflict; that it is difficult for the Landlord to assign blame; and that all parties have been advised to treat each other respectfully.

While there is no dispute that some of the concerns being reported by the Tenant are legitimate, I find it would be difficult, if not impossible, for the Landlord to discount the reports received regarding the behaviour of the Tenant. While it may be entirely true, for example, that a male occupant of the residential complex stood at her door with clenched fists and aggressive body language on one occasion, it may be entirely true that the Tenant disturbed other occupants by knocking on their door, as outlined in the document dated January 26, 2015.

Given the reports received by the Landlord, I find it entirely reasonable for the Landlord to be unable to assign blame in regards to the on-going disturbances/conflicts.

I find that the Landlord's inability to resolve the issues in this residential complex is due, in part, to the behaviour of the Tenant. Although the Tenant vehemently denies any wrongdoing I find that her behaviour is contributing to the unrest in the residential complex.

My decision that the Tenant is contributing to the unrest in the complex is based, in part, on the video recording of the incident on March 25, 2015, which I have previously concluded was exacerbated by the presence of the Tenant.

My decision that the Tenant is contributing to the unrest in the complex is based, in part, on the undisputed fact that the Tenant is videotaping the activities of other occupants of the residential complex. I find that most people would recognize that this is an unwelcome intrusion into the privacy of others. I note that the Tenant recorded an interaction between the Tenant, an occupant of the residential complex, and an agent for the Landlord on May 01, 2015 after being directed, on April 28, 2015, to stop making such recordings.

My decision that the Tenant is contributing to the unrest in the complex is based, in part, on the incident on May 01, 2015 when the Tenant followed another occupant into the Tenant's former suite. Even if the Tenant was under some misguided belief that she remained responsible for this suite two months after her tenancy had ended, she should have immediately understood that there was no problem in the suite once she recognized the occupant was meeting with an agent for the Landlord. Instead of leaving as soon as she saw the agent for the Landlord, which would have been the appropriate response, she asked what the parties were doing, which resulted in an argument. This argument would never have occurred if the Tenant had immediately extricated herself from a situation that did not involve her.

In situations where it appears two or more parties are contributing to conflict in a residential complex and a landlord cannot reasonably assign blame for the conflict, the landlord may have to consider ending the tenancy of all parties in conflict. Given this potential outcome in this tenancy, the Tenant may wish to reconsider the Landlord's offer to relocate to alternate accommodations.

Section 67 of the *Act* authorizes me to award compensation to a tenant if it can be established that the landlord has breached the *Act*. I find that the Landlord has made reasonable efforts to protect the Tenant's right to the quiet enjoyment of her rental unit and I therefore dismiss her claim for compensation arising from the conflict/disturbances in this residential complex.

I find that the Tenant has failed to establish the merits of her Application for Dispute Resolution and I dismiss her claim for compensation for the fee paid to file her Application.

### Conclusion

The Tenant's Application for Dispute Resolution is dismissed in its entirety.

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: January 16, 2016

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Residential Tenancy Branch