



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, OLC

### Introduction

This hearing was convened by way of conference call in response to the tenant's application for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement and for an Order for the landlord to comply with the *Act*, regulations or tenancy agreement.

The tenant and landlord's agent (the landlord) attended the conference call hearing, and were given the opportunity to be heard, to present evidence and to make submissions. Neither party provided documentary evidence to the Residential Tenancy Branch or to the other party in advance of this hearing. I have considered all oral testimony before me.

### Issue(s) to be Decided

- Is the tenant entitled to a Monetary Order for money owed or compensation for damage or loss?
- Is the tenant entitled to an Order for the landlord to comply with the *Act*?

### Background and Evidence

The parties agreed that this month to month tenancy started 10 years ago. The tenant Rents a studio apartment and has use of other common areas. Rent for this unit is \$456.00 per month due on the 1<sup>st</sup> of each month.

The tenant testified that he is being bothered by another tenant living in the building. This other tenant keeps asking the tenant for money which the tenant gives to him. The other tenant now owes the tenant a large sum of money. The other tenant will knock on the tenant's door and approach him in the TV room and ask for money. The tenant testified that he has made many complaints to the landlord but the landlord only gives the other tenant a warning and does not seem to want to evict this tenant. The tenant testified that the landlord is not protecting the tenant's right to quiet enjoyment of his

rental unit and the tenant seeks compensation of \$100.00 from the landlord. The tenant also seeks an Order for the landlord to comply with the *Act* and protect the tenant's right to quiet enjoyment by stopping this other tenant from bothering him.

The landlord testified that they have had problems with the other tenant asking this tenant for money and the landlord understands the other tenant now owes this tenant quite a lot of money. This tenant was asked to stop giving the other tenant money in the hope that it would stop the other tenant asking him. As long as the tenant keeps giving the other tenant money then the other tenant will keep asking him for more. The landlord testified that the other tenant has some health and addiction issues and this tenant should not give him any more money. The other tenant has been verbally warned and written warning letters were given to the other tenant on May 09 and June 09, 2016. This tenant has not given the other tenant any money for the last two weeks and the landlord understands that the other tenant has now stopped bothering this tenant. The landlord testified that they do not like to evict tenants and will try to support them first; however, the landlord has a meeting with the other tenant on Monday July 18, 2016 and if unsuccessful then that tenant will be issued with a One Month Notice to End Tenancy for cause.

### Analysis

I have carefully considered all the evidence before me in the form of sworn testimony provided by both parties. I find as this tenant has been giving the other tenant money then this tenant has exasperated the problem and the other tenant has continued to ask this tenant for money. I am satisfied that for the last two weeks this bothersome behavior has stopped because this tenant has stopped giving the other tenant money.

Further to this I find the landlord has acted in accordance with the *Act* and has warned the other tenant both verbally and in writing. If this behavior continues after this point then the landlord has a meeting with the other tenant and will issue that tenant with a Notice to End Tenancy. I do not find that the landlord has ignored this situation but rather is acting upon this tenant's complaints to deal with the situation. I therefore find the tenant's application to recover compensation of \$100.00 from the landlord is not warranted and this section of the tenant's application is dismissed.

With regard to the tenant's application for an Order for the landlord to comply with the *Act* and protect the tenant's right to quiet enjoyment; as I have stated above I am satisfied that the landlord has taken appropriate action to protect the tenant's right to quiet enjoyment and has therefore complied with s. 28 of the *Act*. The tenant must also

take some responsibility and refrain from giving other tenants money. This section of the tenant's application is dismissed.

Conclusion

The tenant's application is dismissed in its entirety without leave to reapply.

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: July 15, 2016

---

Residential Tenancy Branch