



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OLC

### Introduction

On July 19, 2016, the Tenant submitted an Application for Dispute Resolution asking for the Landlord to comply with the Act or Regulation.

The matter was set for a conference call hearing. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary Issues

Within the Tenant's Application, she selected that the Landlord comply with the Act or Regulation. The Application for Dispute Resolution directs the Tenant to state the section that the Applicant wants the Landlord to comply with in the details box below. The Tenant wrote breaking and entering; stolen property; recovering evidence from police; lying, ruining my credibility; and threatening my tenancy.

I asked the Tenant what section of the Act or Regulation she is specifically seeking the Landlord to comply with. The Tenant replied that she wants stuff around here to stop. The Tenant also requested to be reimbursed for the cost of installing security bars on her window back in the year 2005.

The Tenant's request to amend her application to include a monetary claim was denied. The Tenant was informed that that only the issue identified in her Application will be

considered in this hearing; however, she has leave to make Application for Dispute Resolution to deal with her monetary claim at a later date.

The Tenant was informed that because she is the Applicant, the onus is on her to present her case and she was given the opportunity to provide affirmed testimony. The Tenant stated that her issues are contained in her documentary evidence. The Tenant did not verbally explain her claim or specifically refer to her documentary evidence.

The Tenant was informed that an Arbitrator is a neutral party and cannot act as an advocate to a Landlord or a Tenant to present their case or evidence. The Tenant was informed that the onus is on her to state her case and to prove any allegations. The Tenant was again asked to elaborate on what section of the Act she is seeking the Landlord to comply with. The Tenant stated that she is entitled to peaceful quiet enjoyment; the rental property is not safe; and the Landlord does not want to deal with anything that happens.

#### Issues to be Decided

Is the Tenant entitled to an order requiring the Landlord to comply with the Act or regulation?

#### Background and Evidence

The Landlord and Tenant both testified that the tenancy is a month to month tenancy that began on December 1, 2004. Current rent in the amount of \$396.00 is payable on the first of each month and a \$363.00 security deposit was paid by the Tenant to the Landlord.

The Tenant testified that she has been harassed by other Tenants and she is entitled to peaceful quiet enjoyment. She submits that the Landlord does not deal with any issues in the building. The Tenant submits that it is not a safe building and when the Tenant raises concerns to the Landlord she is told to call the police. The Tenant also testified that the manager's friend is a drug dealer.

The Tenant was provided an opportunity to elaborate on her testimony and she chose not to, and replied that it's all in her documentary evidence.

The Tenant has provided documentary evidence that includes information related to the following events:

2005	The Tenant's unit had a break-in, where her dogs were taken.
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2006	Firecrackers were thrown at the Tenant's window by another resident.
2007	Tenant alleges that the Landlord damaged her reputation by spreading a rumor that she is a threat to society.
2011	Tenant was assaulted by another resident.
2012	Tenant states theft from her rental unit: Birth Certificate and ID were taken.
2014	Tenant states Illegal entry into rental unit: knife was taken from her bathroom.
2014	Tenant alleges someone called the SPCA who ordered her to take her dog to the vet.
2015	The Tenant caught another resident looking into the Tenants rental unit.
2016	Another resident was standing in front of Tenant's balcony harassing her.
2016	A Resident swore at the Tenant

In response to the Tenants testimony, the Landlord testified that on the occasions when the Tenant told her that people are breaking into her unit, the Landlord told her she needs to call the Police. The Landlord submits that the Landlord wants the Tenant to feel safe and comfortable and has allowed the Tenant to put bars on her window and change the locks to her rental unit door. The Landlord testified that the Tenant is not being harassed and bullied by other Tenants. The Landlord submits that the Tenant enters into relationships with other residents, and when these relationships fail, she expects the Landlord to intervene. The Landlord states there is no evidence that the Tenant is being harassed. The Landlord testified that she is not aware of any drug dealing in the rental property.

The Landlord provided documentary evidence in response to the Tenants documentary evidence. The Landlord submits that she lives next door to the Tenant and did not hear the Tenant's dogs barking on the day the Tenant alleges they were stolen. She submits the dogs normally bark continuously when anyone goes near the Tenant's door. The Landlord submits that the Tenant's dogs were found in the stairway of the rental property. The Landlord submits she authorized the Tenant to change her locks.

The Landlord submits that the fire-cracker incident never occurred, and the Landlord never approached any residents about a fire-cracker issue.

The Landlord submits that she has never discussed or disclosed personal information about the Tenant to other residents or the public.

The Landlord submits that in response to the alleged assault, the Landlord dealt with the issue by issuing a letter to both of the Tenants that were involved stating it is a serious matter and that a no contact order is in place to avoid further abusive behavior.

The Landlord submits that the Tenant's evidence of a theft of her identification is contradictory as she identified the issue in 2008, but her documentary evidence suggests she reported it in 2012. Nevertheless, the Landlord submits that the Landlord did not enter the Tenants rental unit and take her identification.

The Landlord submits that the other resident who the Tenant feels was harassing her is a volunteer who was watering the newly laid grass seed on the common property. The Landlord submits that the volunteer was not on the property to harass the Tenant or her dogs.

### Analysis

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

While the Tenant is seeking an order for the Landlord to comply with her right to quiet enjoyment, every tenancy agreement contains an implied covenant of quiet enjoyment.

There is insufficient evidence from the Tenant that the Landlord is interfering with the Tenant so as to breach the covenant of quiet enjoyment. I also find that there is insufficient evidence from the Tenant that the Landlord has failed to take reasonable steps to prevent other Tenants from breaching the Tenants right to quiet enjoyment. I find that the Landlord has been responsive to the Tenant and has accommodated the Tenant by allowing window bars; changing locks; and has dealt with a serious assault issue in 2011.

I dismiss the Tenant's application requesting an order for the Landlord to comply with the Act or regulations.

### 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: September 08, 2016

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Residential Tenancy Branch

