



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC O

Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Tenant on September 15, 2016. The Tenant filed seeking an order to have the Landlord comply with the *Act*, regulation, or tenancy agreement and for other reasons.

The hearing was conducted via teleconference and was attended by two agents for the corporate Landlord (herein after referred to as Landlords), and the Tenant. Both parties confirmed the Landlord was a corporation and neither party raised any issues or concerns with the style of cause being amended to include the corporate name. As, such the style of cause listed on the front page of this Decision has been amended to add the Landlord's corporate name, pursuant to section 64(3)(c) of the *Act*.

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.

Evidence was received on file from each party. Both parties confirmed receipt of each other's evidence submissions and no issues or concerns were raised regarding receipt of that evidence. Accordingly, I considered the relevant submissions as evidence for this proceeding.

Both parties were provided with the opportunity to present relevant oral evidence, to ask questions, and to make relevant submissions. Following is a summary of those submissions and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. Has the Landlord breached the *Residential Tenancy Act* (the *Act*) by issuing the Tenant a warning letter dated September 6, 2016?
2. Has the Tenant submitted sufficient evidence to prove the Landlord needs to be issued an Order to comply with the *Act*, regulation, or tenancy agreement?

Background and Evidence

The Tenant entered into a month to month tenancy agreement which began on January 1, 2014. Rent of \$500.00 is payable on or before the first of each month. On December 24, 2013 the Tenant paid a security deposit of \$250.00.

The Tenant testified he was requesting the Landlord be ordered to remove the September 6, 2016 warning letter from his file because the complaints against him were false. He asserted that the uncertainty of an eviction negatively affects his health as he suffers from a medical condition.

The Tenant argued he is being intimidated, harassed, and assaulted by other tenants and occupants. He stated that after he received the September 6, 2016 letter an occupant came to his suite yelling and making "death threats" towards him.

The Tenant submitted the Landlord(s) have told him to stop calling their office. He asserted the Landlord is refusing to receive or act on his complaints.

The Landlords asserted that they operate their business ethically, managing complaints with a proper paper trail. They stated they have not refused to receive the Tenant's complaints; rather, they requested that he keep the telephone calls to a minimum as he was calling daily. They stated they also advised the Tenant that he needed to put his complaints in writing, such as in the form of an email, if he wanted those complaints to be considered as a formal complaint. The Landlord argued they have been respecting all tenants' right to privacy and human rights when dealing with complaints so they do not inform the Tenant of how they deal with every situation.

The Landlords testified that there have been ongoing issues with this Tenant provoking other tenants since shortly after he moved in. Their first warning was issued to the Tenant on July 31, 2014. They have received numerous written complaints against the Tenant and therefore have followed up with written warnings with the latest being issued September 6, 2016.

The Landlords stated they are not willing to remove the September 6, 2016 letter from the Tenant's file as there were sufficient complaints to warrant issuing that letter. The Landlords asserted they must do their due diligence in managing the building for all occupants which includes having a paper trail outlining the history of events.

The Landlords submitted that the Tenant's testimony during this hearing was the first time they heard the allegations that the Tenant had been receiving death threats or had been assaulted.

Analysis

Section 62 (2) of the *Act* stipulates that the director may make any finding of fact or law that is necessary or incidental to making a decision or an order under this *Act*. After careful consideration of the foregoing; documentary evidence; and on a balance of probabilities I find pursuant to section 62(2) of the *Act* as follows:

The *Act* applies to tenancy agreements that are entered into between a landlord and tenant, as stipulated, in part, in sections 1 and 2 of the *Act*. The *Act* does not provide an arbitrator the authority to deal with civil disputes that arise between tenants and occupants or matters involving threats or assaults.

As per the foregoing, I find the Tenant submitted insufficient evidence to prove the Landlords breached the *Act*, Regulation, or tenancy agreement when dealing with complaints from the Tenant or complaints received from other occupants of the building. Rather, I find the evidence supported the Landlords' submissions that they have done their due diligence by issuing written warnings in compliance with the *Act*. Accordingly, I dismiss the Tenant's application in its entirety, without leave to reapply.

Conclusion

The Tenant was found to have submitted insufficient evidence and his application was dismissed, without leave to reapply.

This decision is final, legally binding, and 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: November 16, 2016

Residential Tenancy Branch