



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes MT, CNC, MNR, MNDC, OLC, ERP, RP, LRE, OPT, LAT, RR, SS, O

### Introduction

The tenant applies for a variety of relief.

The parties were involved a recent dispute resolution hearing (file numbers on cover page of this decision) involving, among other things, a challenge to a one month Notice to End Tenancy for cause. There was a settlement reached at that hearing, recorded in a decision dated May 10, 2017, ending the tenancy on July 31, 2017, granting the landlord an order of possession for then and waiving rent for the months of June and July 2017. A variety of claims raised in that dispute were dismissed by the arbitrator, with leave granted for the tenant to re-apply. This is, in part, that re-application.

The tenant was under the assumption that he might have the settlement set aside at this hearing and might negotiate a longer stay. Settlement discussions at this hearing proved unsuccessful. It was made clear that an arbitrator has no power to set aside the decision of another arbitrator. The tenant was informed he is relegated to applying for review of the previous decision or judicial review of it in the courts.

It was apparent on the first day of this hearing that since that last hearing in May, no further Notices to End Tenancy have been given to the tenant. His claim to cancel a Notice to End Tenancy for cause and for more time to do so is without a basis and is dismissed.

In any event, by the time of the second hearing date the tenant reported that he had secured new accommodation for immediate occupation.

It was understood by the parties that since this tenancy was coming to an end July 31 and possibly sooner, an order that the landlord conduct repairs or emergency repairs would not be granted. The tenant would not be there to derive any benefit from them.

The remaining issue for determination at this hearing is whether or not the tenant is entitled to monetary compensation. He has filed a Monetary Order Worksheet but does not set out the grounds for his claim. His application document discloses a claim based on “harassment and discrimination” against him by the landlords and the ignoring of required emergency repairs.

The landlord Ms. L. did not attend the second day of hearing. The tenant objected to her son, Mr. L. acting as her agent. I dismiss that objection. Mr. L. has been acting as his mother’s agent throughout this tenancy. Ms. L. lives in Taiwan. Indeed, the tenant has named him as a landlord in his application.

The listed parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

#### Issue(s) to be Decided

Does the relevant evidence presented at hearing show on a balance of probabilities that the landlords have harassed or discriminated against the tenant? Have they ignored required repairs? If so, is the tenant entitled to damages as a result and if so, how much?

#### Background and Evidence

The rental unit is a bedroom; one of three bedrooms in a house. The tenant shares the common areas of the home with whomever the landlords rent the two other bedrooms to.

The tenancy started in July 2016. The monthly rent is \$370.00, due on the first of each month. The landlords hold a \$200.00 security deposit.

The tenant says that the main issue is that his door, lock and frame were damaged by the boyfriend of a co-tenant kicking the door. He could not be specific about when it occurred. He reported it to the landlord and the landlord fixed it. However, they were damaged a second time and the landlord did not fix it. The tenant made the repairs himself.

The landlord Mr. L. testifies that the tenant fixed the door the first time and that when the tenant texted in December 2016 that the door wasn't working, the landlord hired someone to go fix it.

The tenant says that a boyfriend of a co-tenant (possibly the same person who damaged the door) also damaged the wall separating the tenant's room from the hallway. It's the wall in which the door to his room is framed. He says he fixed the wall himself with a hand drill.

At the second day of hearing the tenant also claimed there had been a water leak in the kitchen and common room that the landlord had taken care of within a week. He says he slipped on the wet floor. He also claimed that there was "black mould" as a result of the leak and that it had exacerbated his sinus duct allergy.

Neither of these issues were raised in the tenant's application for dispute resolution nor referred to in his Monetary Order Worksheet. The landlords have therefore come to the hearing without clear notice of the claims and for that reason I decline to consider them.

The tenant testifies at length about the ongoing relationship he has had with four of the people he has shared the premises with. His intent is to show that each has treated him unfairly.

The landlord Mr. L. testifies that the other occupants considered the tenant to be mentally unstable and have related entirely different stories of events to him. The tenant denied any mental instability, admitting only that he suffered from anxiety and depression. He has a medical permit to use marijuana. He denied being under the influence of any mood altering drug during this hearing.

Mr. L. relates an extract from the tenant's "Facebook" page where, in April of this year, the tenant published that he had a tenancy situation and was looking for people to help him out by offering to testify as former roommates to say he was a good tenant.

The tenant does not dispute the publication but says it was private, that it was directed to ex-roommates and wasn't necessarily concerning this tenancy.

The tenant filed a USB stick containing video and audio recordings. This digital document was filed with the Residential Tenancy Branch on June 28; nine days before the hearing.

The landlord Mr. L. denied receiving a copy of it.

Rule 3.14 of the Rules of Procedure require the tenant as an applicant to file this material at least 14 days before the hearing.

Despite the foregoing, the tenant was permitted to refer to the digital evidence. He referred to only certain of the items it contained, regarding the state of his door and the wall.

### Analysis

It is apparent from the tenant's evidence that there have been significant problems in his interaction with the other occupants of the premises, whom he described as "crazy, drug addict roommates." Arguably, after proper notice from a tenant, a landlord has a duty to protect that tenant from unreasonably being disturbed by other occupants.

In this case it is equally apparent that the landlords did not share the tenant's view of his roommates and ultimately came to the conclusion that the tenant himself was a significant contributor to the friction between the occupants. Mr. L. considered that the tenant is "not mentally stable."

I make no finding about the foregoing or about who is right or wrong, other than to conclude the landlords did not appear to act unreasonably in reaching the conclusions they did regarding who was disturbing whom. They are not liable to the tenant for failing to protect him from his roommates (or their boyfriends).

The tenant is making repair claims based upon his sole testimony about the cause of the damage. The landlords do not have personal knowledge of how the damage came about.

The tenant's credibility is issue in this proceeding and that credibility has been significantly tarnished by the fact of his Facebook post in April of this year. In it, I find, the tenant is seeking the help of Facebook friends to manufactured evidence that he is a good tenant. Given this revelation of character I decline to accept the tenant's evidence on any point unless it has been corroborated by objective evidence.

Regarding the damaged door, the evidence does not persuade me that the landlords were responsible for the door repair but even if they were, I am satisfied that the

landlords, once notified, took reasonable and timely steps to repair the door. I dismiss this item of the claim.

Regarding the wall alleged to have been damaged by the boyfriend of another tenant, given the comments about credibility above. That claim is uncorroborated. I find the tenant has not proved that the wall was damaged by anyone. Of note, despite the ample digital evidence he submitted, there is no recording of the wall in its damaged state, though there is a video of it taken after its purported repair.

During his testimony the tenant alleged the landlords had hacked his Facebook account because they appear to have gained access to posts only available to the tenant's "Facebook friends." I find no reasonable basis to agree with this assertion.

I do not accept the tenant's claim that the landlords were harassing him or discrimination against him. He says that they were entering without notice but it is apparent that the landlords have not entered his bedroom without notice. They have entered the common area without warning to the tenant and had knocked ("pounded" in the tenant's words) on his door. The tenant has exclusive possession of the bedroom only. The landlords do not have to give him notice to enter a common area.

#### Conclusion

In result, 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: July 10, 2017

---

Residential Tenancy Branch