



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            MNDCT/FFT

### Introduction

On May 9, 2018, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* requesting a Monetary Order to recover costs related to a towing fee and the loss of quiet enjoyment, and to recover the cost of the Filing Fee. The matter was set for a participatory hearing via conference call.

The Landlord's representatives and the Tenant attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before 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 Matters

Prior to the hearing and as part of their evidence package, the Landlord submitted a brief summary of why they believed the Tenant's Application does not fall under the *Residential Tenancy Act's* jurisdiction.

In Strata Housing, disputes can be resolved within the Strata Corporation, by using the Civil Resolution Tribunal or going to court.

The first issue to be decided in this Decision will be whether the Residential Tenancy Branch has jurisdiction over this matter.

### Issues to be Decided

Does the Residential Tenancy Branch have jurisdiction over this matter?

If the Branch does have jurisdiction:

Should the Tenant receive a Monetary Order to recover costs related to a towing fee and the loss of quiet enjoyment?

Should the Tenant be reimbursed for the cost of the Filing Fee?

### Background and Evidence

The Landlord and the Tenant agreed on the following terms of the tenancy:

The fixed-term tenancy began on June 15, 2016 and after a period of one year, continued as a month-to-month tenancy. The rent was \$1,500.00 and a security deposit and pet damage deposit in the amount of \$750.00 each was collected by the Landlord. At the beginning of the tenancy the Landlord reviewed with and provided a copy of the Strata Rules and Bylaws to the Tenant. The Tenant moved out of the rental unit on April 30, 2018 and both the security deposit and the pet damage deposit were returned to the Tenant.

Tenant evidence:

The Tenant testified that her first issue related to a tow bill that was received when one of her visitors was wrongfully towed from the rental building parking lot. She stated that she received a parking pass for her visitors and that regardless of having the pass displayed, her visitor was towed in December of 2017.

The Tenant stated her second issue dealt with several warnings she received about her dog barking. She felt that her dog was not responsible for the noise and the ongoing situation was causing her stress, especially when the second notice warned that if the barking continued, that she would be fined. By the time a notification for a rent increase came in March, she felt she was being pressured to leave the rental unit.

The Tenant claimed losses that included the tow bill and her moving costs and requested to be reimbursed by the Landlord.

Landlord Evidence:

Landlord AH testified that when the Landlord enters a tenancy with a new Tenant they explain that the Strata has its own rules and that as a Landlord, they have no control over the Strata. Landlord AH acknowledged that his company, as the Landlord for the Tenant, is also an authorized agent for the Strata. Further, he stated that the Landlord was very clear about Strata enforcement and how that is separate from the Landlord and the *Residential Tenancy Act*.

Landlord AH stated that the parking rules at the rental building are created and enforced by the Strata. Further, all the warnings that were provided to the Tenant regarding a barking dog were directed by the Strata Council and only warned that the Tenant may be in contravention of the *Strata Property Act*, never the *Residential Tenancy Act*.

The Landlord denied any responsibility for the towing fees or the move-out fees claimed by the Tenant.

### Analysis

The *Residential Tenancy Act* does not confer upon the Residential Tenancy Branch (the “Branch”) the authority to hear all disputes regarding every type of relationship between two or more parties. The Branch only has jurisdiction conferred by the Act over Landlords and Tenants. In this case, the Tenant has disputed a breach or failed to comply with the by-laws of the Strata Corporation; therefore, the Branch has no jurisdiction.

As the Act does not apply to the issues in this Application, I find that I do not have jurisdiction in this matter and I dismiss the Application for Dispute Resolution without leave to reapply.

The Tenant may choose to seek legal advice or pursue remedy through the Civil Resolution Tribunal.

### Conclusion

The Act does not have jurisdiction over this matter and as a result, I dismiss the Application 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: June 28, 2018

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Residential Tenancy Branch