



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order for the landlord to comply with the *Act*, regulations, and/or the tenancy agreement pursuant to section 62 of the *Act*.

The landlord and the landlord's agent, who is the building manager, attended at the date and time set for this hearing. The tenant attended the hearing seven minutes late. From the time the tenant joined the teleconference, he was verbally hostile, swearing at the landlord's agent. The tenant refused to remain quiet in order to listen to the hearing process instructions. As a result, I was required to place the tenant's line on mute until I had provided him with the instructions for the hearing, including explaining to him that only one person can speak at a time and that rude and offensive language would not be tolerated. As soon as the tenant's line was released from mute, he would continue to make hostile and offensive comments towards the landlord's agent. The tenant's line was placed on mute in order to ask him questions or when the other party was speaking, in order to continue the hearing without interruptions by the tenant.

Both parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

As both parties were present, service of documents was confirmed. The landlord confirmed receipt of the tenant's application for dispute resolution and evidence, and the tenant confirmed receipt of the landlord's evidence. Based on the undisputed

testimonies of the parties, I find that the landlord was served with the notice of this hearing in accordance with section 89 of the *Act*.

Preliminary Issue – Amendment of Tenant’s Application

The landlord stated that her first name was incorrectly spelled on tenant’s Application, and the landlord’s corporate business name was not included. Pursuant to my authority under section 64(3)(c) of the *Act*, I amended the tenant’s Application to provide the correct legal first name for the landlord and to include the landlord’s corporate business name.

Issue(s) to be Decided

Should the landlord be ordered to comply with the *Act*, regulations, and/or tenancy agreement?

Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony presented, not all details of the submissions and arguments are reproduced here. Only the aspects of this matter relevant to my findings and the decision are set out below.

A written tenancy agreement was submitted into documentary evidence, setting out the following terms, which were confirmed by the landlord:

- The tenancy began as a one-year fixed term tenancy beginning December 15, 2014, and at the end of the fixed term converted to a month-to-month tenancy.
- Monthly rent of \$884.00 is payable on the first of the month.
- The security deposit of \$425.00 was paid at the beginning of the tenancy.

The tenant submitted an Application for Dispute Resolution requesting an Order for the landlord to comply with the *Act*, regulation, and/or tenancy agreement. In the tenant’s application under “Dispute Description” the tenant provided the following details pertaining to his application:

I want the right to access my suite using my scooter.

The tenant testified that he requests to be allowed to ride his scooter into the apartment building to his rental unit due to physical disability.

The landlord testified that she has requested that the tenant refrain from riding the scooter in the apartment building as they have recently replaced the hallway carpeting and have concerns that the scooter will damage the carpet. The landlord testified that they have offered the tenant a place to park and store the scooter, and charge it, approximately 14 feet away from his rental unit door. The landlord stated that they intend to hold the tenant responsible for any future damage that may be caused to the new carpets as a result of the tenant riding the scooter in the hallway.

The tenant confirmed that although the landlord has requested that the tenant not ride his scooter in the hallway, he has not been blocked or prevented from doing so, and that he continues to ride his scooter to his rental unit door. The landlord confirmed that she has not taken any measures to prevent the tenant from riding his scooter to his rental unit door.

The landlord requested an Order be made directing the tenant to stop riding his scooter in the hallway. I explained to both parties that the only application before me at this hearing was the tenant's application for an Order for the landlord to comply with the *Act*, regulations and/or tenancy agreement. I further explained that both parties are at liberty to bring forward any future claims for compensation for damages caused by the other party's failure to comply with the *Act*, regulations, and/or tenancy agreement, within the time limits set out in the *Act*.

I informed the parties that the Information Officers at the Residential Tenancy Branch are accessible by telephone and email to provide assistance to both landlords and tenants regarding the process to be followed when a tenancy agreement is in dispute and the appropriate remedies available under the *Act*.

Analysis

Section 62(3) of the *Act* provides that an arbitrator may make any order necessary to give effect to the rights, obligations and prohibitions under this *Act*, including an order that a landlord or tenant comply with this *Act*, the regulations or a tenancy agreement.

In this matter, the tenant confirmed that he has not been stopped or prevented from riding his scooter to his rental unit door, only cautioned by the landlord that his use of the scooter in the hallway may result in a future claim against him for the cost of the damages.

Both parties are at liberty to file Applications for Dispute Resolution in accordance with the provisions and time limits set out in the *Act*. The landlord's caution to the tenant that his actions may result in a future claim against him for damages is not a contravention of the *Act*, regulations or tenancy agreement.

Therefore, as the landlord has not contravened the *Act*, regulations or tenancy agreement, I do not find that there are any grounds in this matter to issue an Order for the landlord to Comply. The tenant's application is dismissed.

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: October 19, 2018

Residential Tenancy Branch