



# Dispute Resolution Services

Page: 1

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 directing the landlord to comply with the *Act*, regulation or tenancy agreement, pursuant to section 62

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

Both parties agreed that the tenant personally served the landlord with her application for dispute resolution and her amendment to her application for dispute resolution sometime in January 2019; however, neither party recalled on what date. I find that the application for dispute resolution and amendment to application for dispute resolution were served on the landlord in accordance with section 89 of the *Act*.

### Issue(s) to be Decided

1. Is the tenant entitled to an Order directing the landlord to comply with the *Act*, regulation or tenancy agreement, pursuant to section 62 of the *Act*?

### Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenant's and landlord's claims and my findings are set out below.

Both parties agreed to the following facts. This tenancy began in 2007 and is currently ongoing. Monthly rent in the amount of \$325.00 is payable on the first day of each month. A security deposit of \$162.50 was paid by the tenant to the landlord. A written tenancy agreement was signed by both parties and a copy was submitted for this application.

The tenant testified that a group of three women, two of whom are tenants of the subject rental building and one who is a guest (the "women"), meet for a get together in the lobby of the subject rental building two to three times per week. The tenant testified that when she walks by this group of women to get to and from her apartment, they are verbally abusive to her.

The tenant testified that she started writing letters to the landlord about the conduct of the women in the summer of 2018 and has written approximately 10 letters since then. The tenant entered into evidence one letter written to the landlord prior to her application for dispute resolution, dated January 6, 2019.

The tenant testified that the landlord spoke with the women and had them meet on a different floor in the rental building, but this disturbed tenants on the other floor and so the women started meeting in the lobby again.

The landlord testified that the first letter she received from the tenant regarding the women in the lobby was in December 2018. The undated letter was entered into evidence. The landlord testified that prior to the tenant's application for dispute resolution she received two more letters from the tenant dated December 15, 2018 and January 6, 2018.

The landlord testified that she spoke to the women in question about their noise level and asked that they meet on a different floor so as not to disturb the tenant. The landlord testified that after the women started meeting on a different floor, a tenant on that floor threatened physical violence to one of the women in question due to the noise level. The landlord testified that after the threat of violence, the women began meeting in the lobby of the subject rental property again.

The landlord testified that the women are permitted to meet in the lobby and the landlord is not permitted to restrict their right to have guests at the subject rental building. The landlord testified that on one occasion she had an employee of the landlord record the women's coffee meeting to assess the noise level and found that it

was reasonable. The landlord characterized the women's gathering as a coffee chat amongst friends and gave no evidence regarding the alleged verbal assaults.

The tenant testified that the landlord has failed to protect her right to quiet enjoyment by allowing these women to continue to meet in the lobby and curse her as she walks by. The tenant submitted that she feels, harassed, intimidated and bullied by the actions of the women in question.

### Analysis

Section 28 of the *Act* states that a tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:

- (a) reasonable privacy;
- (b) freedom from unreasonable disturbance;
- (c) exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 29 [*landlord's right to enter rental unit restricted*];
- (d) use of common areas for reasonable and lawful purposes, free from significant interference.

Residential Policy Guideline 6 states that a landlord is obligated to ensure that the tenant's entitlement to quiet enjoyment is protected. A breach of the entitlement to quiet enjoyment means substantial interference with the ordinary and lawful enjoyment of the premises. This includes situations in which the landlord has directly caused the interference, and situations in which the landlord was aware of an interference or unreasonable disturbance, but failed to take reasonable steps to correct these.

A landlord can be held responsible for the actions of other tenants if it can be established that the landlord was aware of a problem and failed to take reasonable steps to correct it.

I accept the testimony of the tenant that the women in question are verbally abusive to her when she passes them.

I find that the landlord has breached section 28 of the *Act* by failing to take adequate steps to stop the women in question from verbally abusing the tenant because the landlord permitted them to return to the lobby after they disturbed other tenants on a

different floor. While the landlord characterized the meeting as a coffee chat among friends, I find that the women in question are unreasonably loud and verbally abusive to the tenant when she walks by. I find that it is unreasonable that the tenant should have to face verbal assault 2-3 times per week if she chooses to leave her home.

I also find it unlikely that the women's meeting is a quiet chat among friends when a tenant on the floor they re-located to threatened one of the women with physical harm due to their noise level.

Pursuant to section 62, I Order the landlord to disallow the women in question from having their meetings in the lobby of the subject rental building. I note that section 30 of the *Act* states that a landlord must not unreasonably restrict access to residential property by

- (a) the tenant of a rental unit that is part of the residential property, or
- (b) a person permitted on the residential property by that tenant.

The women tenants in question are still permitted to have guests attend at their property in accordance with section 30 of the *Act*, they are only restricted from having their visit/meetings in the lobby of the subject rental building.

### Conclusion

In accordance with section 62 of the *Act*, I Order the landlord to disallow the women in question from having their meetings in the lobby of the subject rental building.

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: February 25, 2019

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Residential Tenancy Branch