



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OLC

### Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution, made on May 28, 2019, (the "Application"). The Tenants applied for an order that the Landlord comply with the regulations, tenancy agreement or the *Act*, pursuant to the *Residential Tenancy Act* (the "*Act*").

The Tenant, G.P., as well as the Landlord and the Landlord Representative, H.P., attended the hearing at the appointed date and time, and provided affirmed testimony.

The Tenant testified that she served the Tenants' Application and documentary evidence package to the Landlord in person on June 6, 2019. The Landlord confirmed receipt. The Landlord testified that he served the Tenants with his documentary evidence by registered mail on July 2, 2019. The Tenant confirmed receipt. Pursuant to section 88 and 89 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to 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.

### Issue(s) to be Decided

1. Are the Tenants entitled to an order that the Landlord comply with the regulations, tenancy agreement or the *Act*, pursuant to Section 62 of the *Act*?

### Background and Evidence

The parties testified and agreed to the following; the tenancy began on June 9, 2016. Currently, the Tenants pay rent in the amount of \$1,692.00, which is due to the Landlord on the first day of each month. The Tenants paid a security deposit in the amount of \$800.00 which the Landlord continues to hold.

The Tenant testified that on May 28, 2019 she called the Landlord about her neighbour next door. The Tenant stated that the Landlord attended the rental unit and dismissed her concerns, before asking the Tenants to repair the driveway and the fence. The Tenant stated that the Landlord then threatened to take down the fence should the Tenants not repair the fence. The Tenant stated that the Landlord should be the one responsible for fixing the fence. The Tenant stated that she has a dog and that she does not want the fence removed, as it currently keeps her dog contained to the yard.

The Tenant also stated that the Landlord doesn't listen to her concerns regarding her neighbour being a drug user. Lastly, the Tenant stated that the Landlord has issued her a Notice to End Tenancy for Cause, and that she feels as though she should be compensated equivalent to three months compensation as a result of the issues which have transpired throughout the tenancy.

In response, P.P stated that the parties have had numerous dispute resolution hearings in the past. P.P stated that the Landlord has not asked the Tenants to make any repairs to the residential property, however, has asked that the Tenants clean the moss that has grown on the driveway throughout the course of the tenancy. P.P stated that the Tenants have been difficult to manage.

### Analysis

Based on the affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

During the hearing, the Tenant expressed her displeasure in regards to several aspects of her tenancy. The Tenant has applied for an order that the Landlord comply with the *Act*. The Tenant stated that the Landlord has asked her to repair the driveway and the fence. The Tenant feels as though it is not her responsibility to do so. P.P. stated that the Landlord has only asked the Tenant to clean the moss on the driveway. I find that the Tenant has provided insufficient evidence to demonstrate that the Landlord has breached the *Act*.

The Tenant stated that the Landlord doesn't listen to her concerns regarding her neighbour being a drug user. I find that the Tenant provided insufficient evidence to demonstrate that she has communicated her concerns about her neighbour to the Landlord aside from calling him on May 28, 2019. The Tenant provided insufficient evidence to demonstrate what specifically her concerns are about the neighbour and how she is being impacted as a result. As such, I find that the Landlord has not breached the *Act*.

Lastly, the Tenant stated that the Landlord has issued the Tenants a One Month Notice to End Tenancy for Cause. The Tenant stated that she feels as though she is owed three months compensation as a result. I find that the Tenants have not applied for monetary compensation in their Application. The Tenants are at liberty to reapply should they feel that they are entitled to compensation.

In light of the above, I find that the Tenants have provided insufficient evidence to support their Application seeking an order for the Landlord to comply with the *Act*. As such, I dismiss the Tenants' Application without leave to reapply.

### Conclusion

The Tenants have provided insufficient evidence to demonstrate that the Landlord has breached the *Act*. The Tenants' Application is dismissed 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: July 16, 2019

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Residential Tenancy Branch