



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **FFT, MNDCT, RR, RP, AAT, LRE, PSF, OLC**

### Introduction

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

- Authorization to recover the filing fee from the landlord pursuant to section 72;
- A monetary award for damages and loss pursuant to section 67;
- Authorization to reduce the rent pursuant to section 65;
- An order that the landlord preform repairs pursuant to section 33;
- An order that the landlord allow access to the rental unit pursuant to section 70;
- An order suspending or setting conditions on the landlord's right to enter the rental unit pursuant to section 70;
- An order that the landlord provide services or facilities agreed upon in the tenancy agreement pursuant to section 65; and
- An order that the landlord comply with the Act, regulations or tenancy agreement pursuant to section 62.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The tenant was assisted by their boyfriend. The landlord was represented by counsel.

As both parties were present service of documents was confirmed. The parties each confirmed they were in receipt of the materials. Based on the testimonies I find each party was served with the respective materials in accordance with sections 88 and 89 of the *Act*.

### Issue(s) to be Decided

Is the tenant entitled to any of the relief sought?

### Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the claims and my findings around each are set out below.

The parties agree on the following facts. This monthly tenancy began in 2016. The monthly rent is \$850.00 payable on the first of each month. A security deposit of \$425.00 was collected at the start of the tenancy and is still held by the landlord. The rental unit is a basement suite in a detached home.

In a letter dated May 6, 2020 the tenant listed various issues they had with the tenancy and made demand for a monetary award from the landlord. Some of the issues they cite include the absence of heat in the rental unit since the tenancy first began, lack of internet access for three years, the landlord's failure to intercede in an argument the tenant had with their roommate, instances where the tenant could not access the shared laundry for the rental unit and various noise complaints. The tenant also says that they wish for the rental unit to be painted as it was not at the start of the tenancy. The tenant also mentions incidents where police were called to the rental unit due to the behaviour of the tenant's boyfriend which she characterizes as "harassment and bullying".

Among the materials submitted into documentary evidence are several photographs of pages of a statutory declaration by the tenant's boyfriend who echoes the complaints of the tenant and says that they believe the landlord is forcing the tenant out of the suite "in order to raise the rent with a new tenant". He writes "the landlady I rude and doesn't ask [the tenant] nicely what her wishes are, instead she makes demands." The tenant also submits various photographs of the suite and copies of correspondence with the landlord as well as with their roommate.

The tenant and her boyfriend gave lengthy testimony complaining about the behaviour of the landlord and the tenancy to date. The tenant explained that they have not brought up many of these long-standing issues as they were unaware of their rights. The tenant testified that they were unaware that the signed tenancy agreement does not provide that internet is included with the rent.

The tenant submits that the written statement submitted into evidence by their former roommate should be disbelieved as they are of poor character, failing to wrap their food in the shared refrigerator and characterizing them as an online stalker.

The landlord wholly disputes the tenant's submissions that there are any issues with this tenancy or that they have engaged in behaviour that can be characterized as less than professional.

### Analysis

Pursuant to Residential tenancy Rule of Procedure 6.6 the applicant is the one who bears the onus to prove their case on a balance of probabilities. Based on the totality of the evidence I find that the tenant has not established any portion of their claim on a balance of probabilities.

I find the tenant's application to consist of subjective complaints with little support in the documentary evidence and much of which strains credulity. The tenant submits that the heat to the rental unit was cut off 4 years ago. I do not find it reasonable or believable that if an essential service was withheld that the tenant simply endured for several winters without taking any steps to have heat reinstated. I do not find the tenant's explanation that they did not understand their rights to be at all convincing. I find that photographs of a space heater to be little proof that heat has been withheld.

Similarly, I find that the bulk of the tenant's evidence consists of recent correspondence and complaints issued to the landlord. I note that much of the complaints about the tenancy and the landlord have no basis in the Act or the tenancy agreement. A landlord has no duty to intercede regarding disputes between roommates. A landlord certainly has no duty or ability to enforce how food is stored in a refrigerator inside a rental unit. I also note that while the tenant complains that they have not had access to the internet the signed tenancy agreement does not provide that internet is a service included in the monthly rent. The tenant acknowledged that the internet is not included but testified that they were unaware of this at the time the tenancy began.

I find both the tenant and their boyfriend to be unreliable witnesses who provided self-serving testimony and attempted to portray themselves as victims of a capricious landlord. They characterize anyone who does not behave in a manner that they find acceptable, such as their roommate, to be unreliable and attack their character. I do not find their interpretation of events to be believable or in line with how a reasonable person would behave in the circumstances.

I find that both cumulatively and individually the tenant has not established any portion of their claim on a balance of probabilities. I find there is insufficient evidence in support of the tenant's position and that much of their submissions and testimony to be unbelievable. I find that as whole this application has no merit and to be an opportunistic and frivolous use of the resources of the Branch. Therefore, I dismiss the tenant's application in its entirety without leave to reapply.

### Conclusion

I dismiss the tenant's application in its entirety 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 12, 2020

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Residential Tenancy Branch