



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OLC

### Introduction

The tenant filed an Application for Dispute Resolution on May 19, 2020 for an order that the landlord to comply with the *Residential Tenancy Act*, regulations, or tenancy agreement.

The matter proceeded by way of a hearing pursuant to section 74(2) of the *Residential Tenancy Act* (the “Act”) on June 15, 2020.

Both parties attended the hearing, and the landlord confirmed they received the evidence prepared by the tenant. The landlord did not provide documentary evidence and stated they were ready to proceed by speaking to the issues. On this basis, I proceeded with the hearing at the scheduled time.

### Issue(s) to be Decided

Is the tenant entitled to an order for the landlord to comply with the *Act*, regulations, and/or the tenancy agreement?

### Background and Evidence

Both parties agreed on the terms of the tenancy agreement in place. The tenant provided a copy of this agreement for the hearing. The tenancy started on June 1, 2019 and is continuing through to the present. The tenant pays \$1,400.00 each month on the 1<sup>st</sup> day of the month. Both parties signed this agreement on April 13, 2019.

The tenant spoke to the issues at hand: notes and signs on their door; the form and frequency of messages and reminders from the landlord; and attention to their own work hours and need for rest during the daytime.

The tenant gave specifics on the landlord's actions in the past months and gave a timeline since the start of the tenancy. They gave examples of signs posted on the door involving animal waste in the yard, and the landlord interrupting their rest during the daytime with instances of loud voices, and work being undertaken during the day. The tenant raised objections about the landlord speaking in a louder voice very close to their unit which they felt was invasive.

The landlord attended with their agent, and addressed the issues raised by the tenant. The landlord's agent explained that some actions were borne out of frustration, with the inability to speak to the tenant during the daytime. They acknowledged some of the issues raised, and both sides had a facilitated discussion about boundaries, the need for signs or written messages, and more practical issues involving garbage and lights left on during the day.

### Analysis

The *Act* section 28 sets out the protection of the tenant's right to quiet enjoyment. These are rights to reasonable privacy; freedom from unreasonable disturbance; exclusive possession that limits the landlord's right to enter; and use of common areas free from significant interference.

I find the most jarring evidence is that showing the landlord giving a reminder to the tenant about dog feces. This appeared on the tenant's doorstep placed there by the landlord. The tenant explained in the hearing that the issue of a fence in the adjacent area is leading to other neighbourhood dogs entering and creating the mess in question. In short, this is not the tenant's responsibility. Use or intrusion upon the backyard space by the tenant primarily revolves around this issue of damage to plants and other yard items.

The tenant feels the reminders in this fashion are not necessary. With reference to section 28 of the *Act*, I agree that the manner in which the issue has been addressed in the past was not civil in nature and I here draw the landlord's attention to this situation. The piece of the *Act* is in place for this reason, and any tenancy agreement entered into by the parties is in line with the intent and purpose of the legislation.

The agent for the landlord was present in the hearing and explained the background and gave their input to the landlord during the discussion. From this, I am satisfied the landlord is aware of how their actions on certain issues impact the tenant in a negative way.

I find the landlord's actions overstep the tenant's right to quiet enjoyment. I send this decision on the issues raised, with reference to the important section of the *Act* governing this situation, in order to raise the landlord's awareness. In the hearing both parties pledged to a respectful means of communicating on issues and reached agreement on practical matters. I trust each of the parties to maintain such a mode of communication going forward.

### Conclusion

Through their agent, the landlord promised they would pay more attention to the tenant's right to quiet enjoyment. I so order the landlord to carry on their interactions with the tenant with these provisions in mind. I am satisfied the tenant had the chance to raise their concerns in the hearing which was the appropriate avenue to do so.

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 23, 2020

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Residential Tenancy Branch