



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFT, OLC, MNDCT, LRE, PSF, LAT, MNRT**

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;
- An order that the landlord comply with the Act, regulations or tenancy agreement pursuant to section 62;
- A monetary award for damages and loss pursuant to section 67;
- 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 required under the tenancy agreement pursuant to section 65;
- Authorization to change the locks to the rental unit pursuant to section 70; and
- A monetary award for reimbursement for emergency repairs made by the tenant pursuant to section 33.

The landlord did not attend this hearing which lasted approximately 10 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. An unidentified party called into the conference call during the hearing but refused to identify themselves despite being directly asked repeatedly and were therefore dismissed from the call. The tenant attended with the assistance of their roommate and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The tenant testified that they served the landlord with their application and materials by registered mail sent on June 4, 2020 and provided valid Canada Post tracking information as evidence of service. Based on the evidence, I find that the landlord is

deemed served with the tenant's materials on June 9, 2020, five days after mailing, in accordance with sections 88, 89 and 90 of the Act.

Issue(s) to be Decided

Are the tenants 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 claim and my findings around each are set out below.

The tenant provided little testimony in support of their application and stated that the whole of their submissions are contained in the documentary materials submitted. The evidence submitted consists of multiple pages of written submissions, photographs, hand written notes between the parties as well as video recordings.

The tenant provides in their materials that this tenancy began in 2014. The rental unit is a 3-bedroom unit in a duplex building with the landlord residing in the unit next to the rental suite. The tenant submits that they "have never had quiet enjoyment of this place!" and writes that they "have faced threats, insults, intimidation and attempts to coerce money out of me beyond what is in the tenant agreement. This has left me frightened + insecure at times". Among the complaints of the tenant are issues with noise, water pressure in the rental unit, harassment of roommates, placement of garbage bins, and use of parking stalls. The tenant submits that the landlord "comes over whenever + has never given me 24-hr notice" and submits that the rental property is in need of repairs.

The tenant also seeks a monetary award in the amount of \$6,067.45 for the cost of various work the tenant has undertaken in the rental unit including repairs to appliances, painting as well as the cost of heating oil they say they need to purchase as the heat to the rental unit is not functioning.

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 tenants have not established any portion of their claim on a balance of probabilities.

I find the tenant's application to consist primarily of subjective complaints with little support in their documentary evidence and much of which strains credulity. The litany of the complaints made by the tenants include instances where the tenant believes they witnessed the landlord or their spouse walking by windows and instances where they needed to retrieve a plunger used by the landlord. I find that most of the incidents that the tenants complain of in their submissions to be minor or negligible and the tenants' treatment of them to be hyperbolic and disproportionate. I find there is little substantive evidence that there is a basis for the relief sought by the tenants.

I find little evidence to support the portions of the tenants' application pertaining to a monetary award. While the tenants submitted some receipts and calculations I find little evidence that these costs were incurred due to any action or negligence on the part of the landlord such that it would give rise to a monetary award. While there is some correspondence wherein the landlord authorizes the tenant to paint the rental suite, there is no indication that the landlord agreed to bear the costs of painting. Similarly, the costs for heating oil is submitted but I find little evidence that there was no heat provided to the rental unit or that the purchase of oil was necessitated.

I find that much of the documentary evidence of the tenants to be of little probative value and their submissions to be hyperbolic and self-serving in an attempt to portray themselves as the victims of a capricious and vengeful landlord. I find that the majority of the submissions pertains to an attack on the character of the landlord and their spouse. I do not find the interpretation of events to be believable or in line with how a reasonable person would conduct themselves 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 tenants' position and that much of their submissions and testimony to be unbelievable. Therefore, I dismiss the tenants' application in its entirety without leave to reapply.

Conclusion

The application is dismissed 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 18, 2020

Residential Tenancy Branch