



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT

Introduction

This hearing dealt with the tenant's application pursuant to section 67 of the *Residential Tenancy Act* (the "Act") for a monetary award for damages and loss.

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.

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

At the outset of the hearing the tenant sought to amend the monetary amount of their claim by reducing it from \$1,062.50 to \$787.50. Pursuant to section 64(3)(c) of the *Act* and Rule 4.2 of the Rules of Procedure, as amending a claim to accurately represent the amount of the claimed losses can be reasonably anticipated and does not prejudice the parties I allow the tenant to decrease their monetary claim to \$787.50.

Issue(s) to be Decided

Is the tenant entitled to a monetary award as claimed?

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.

This tenancy began in January 2020. The monthly rent was \$550.00 payable on the first of each month. The rental unit is a suite in a townhouse with other occupants occupying other areas of the property. The tenant submits that since the tenancy began they have had difficult interactions with the other occupants of the building and the landlord failed to take reasonable measures to intercede on their behalf.

The tenant submits that they had difficulties sharing common amenities with the other occupants of the property, that the front door locks malfunctioned and that they were not provided a mail key for their suite. The tenant described the living situation as being quite stressful and believes that the other occupants were hostile and aggressive in their interactions. The tenant says they were quite fearful and chose to vacate the rental unit in February 2020. The tenant now seeks a monetary award in the amount of \$787.50 for the cost of alternate accommodations they needed to find as the living situation in the rental property was unbearable.

Analysis

Pursuant to Rule of Procedure 6.6 the applicant bears the onus to prove their case on a balance of probabilities. Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

I find that the tenant has not met their evidentiary onus on a balance of probabilities. The tenant's submissions consist of subjective complaints and minor issues that I find to have magnified to an unreasonable level. I find that the nature and magnitude of the issues identified in the copies of the correspondence submitted by the tenant to be minor and trivial issues that do not individually or cumulatively demonstrate that there has been a breach of the *Act*, regulations or tenancy agreement. I find that much of the tenant's complaints, accusations and suspicions about the other occupants to have little evidentiary basis. Nevertheless, I find that the landlord and their agents acted in a reasonable manner by taking steps in accordance with the *Act* and regulations.

Similarly, I find that the complaints about the doors and locks of the rental property and mail box keys to be addressed by the landlord in a timely and reasonable manner.

While the tenant may not have been satisfied with the response, I find that the landlord was acting in a manner consistent with what a reasonable person would do and their behaviour is not such that it has breached the Act, regulations or tenancy agreement.

I find that the landlord and their agents acted in a reasonable manner throughout the course of this tenancy. In instances of conflict between occupants of a rental property a landlord may not simply end a tenancy or take measures without following the proper legislative steps. A landlord is also obligated to maintain rental property in a state of repair and I find that commencing inspections and repairs upon being informed of issues is a reasonable response that meets their statutory obligations in this instance. I find that the tenant has not demonstrated that there has been any breach by the landlord that would give rise to a monetary award. Consequently, I dismiss the tenant's application.

Conclusion

The tenant's 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: August 20, 2020

Residential Tenancy Branch