



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFT, OLC, LRE, LAT

Introduction

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

- authorization to change the locks to the rental unit pursuant to section 70;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The parties acknowledged receipt of evidence submitted by the other. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Issue(s) to be Decided

Is the tenant entitled to an order to compel the landlord to comply with the *Act*, regulation or tenancy agreement?

Is the tenant entitled to an order to suspend or set limits on the landlords' ability to enter the suite?

Is the tenant entitled to an order to allow him to change the locks?

Is the tenant entitled to the recovery of the filing fee for this application from the landlord?

Background and Evidence

The tenant gave the following testimony. The tenant testified that he has lived in the unit for “about six or seven years”. The tenant testified that the landlord has entered the property without authorization or cause on numerous occasions. The tenant testified that the landlord does not respect his privacy. The tenant testified that the landlord damaged plants on the property after he told her he would take care of them. The tenant testified that the landlord has become very difficult to deal with to the point where he’s observed her measure parking spots and limiting his ability to park his trucks.

Counsel for the landlord made the following submissions. Counsel submits that the tenant’s application lacks merit and that the landlord has acted appropriately and reasonably throughout this tenancy. Counsel submits that much of the issues arising between the parties are as a result of the landlord and her husbands divorce and that the tenants are friends with her estranged husband. Counsel submits that the landlord emailed the tenant that she would prune the bushes and did so several days later as she didn’t hear back from the tenant. Counsel submits that the tenant’s application is extremely vague in what they are seeking and that their documentary submission is confusing, and that the application should be dismissed.

Analysis

The relationship between the parties is an acrimonious one. At one time the parties were friends, however, the relationship has changed in the past year. While I have turned my mind to all the documentary evidence and the testimony of the parties and, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the tenant’s claim and my findings are set out below.

3.7 Evidence must be organized, clear and legible

All documents to be relied on as evidence must be clear and legible.

To ensure a fair, efficient and effective process, identical documents and photographs, identified in the same manner, must be served on each respondent and uploaded to the Online Application for Dispute Resolution or submitted to the Residential Tenancy Branch directly or through a Service BC Office.

For example, photographs must be described in the same way, in the same order, such as: “Living room photo 1 and Living room photo 2”.

To ensure fairness and efficiency, the arbitrator has the discretion to not consider evidence if the arbitrator determines it is not readily identifiable, organized, clear and legible.

The tenant stated that his documentation “speaks for itself”, however I found much of the tenants’ submission disjointed, illogical or simply not relevant. Much of the submission was not related to the issues before me or lacked the clarity to support his application. It is worth noting that the tenant had a very poor understanding of the rights and obligations for each party under the Act which led to much of the animosity and confusion between the parties. The tenant stated that he wanted privacy and respect yet has failed to show sufficient evidence that the landlord breached either.

Residential Tenancy Policy Guideline 1 addresses the issue before me as follows:

PROPERTY MAINTENANCE

- 1. The tenant must obtain the consent of the landlord prior to changing the landscaping on the residential property, including digging a garden, where no garden previously existed.*
- 2. Unless there is an agreement to the contrary, where the tenant has changed the landscaping, he or she must return the garden to its original condition when they vacate.*
- 3. Generally the tenant who lives in a single-family dwelling is responsible for routine yard maintenance, which includes cutting grass, and clearing snow. The tenant is responsible for a reasonable amount of weeding the flower beds if the tenancy agreement requires a tenant to maintain the flower beds.*
- 4. Generally the tenant living in a townhouse or multi-family dwelling who has exclusive use of the yard is responsible for routine yard maintenance, which includes cutting grass, clearing snow.*
- 5. The landlord is generally responsible for major projects, such as tree cutting, pruning and insect control.*
- 6. The landlord is responsible for cutting grass, shovelling snow and weeding flower beds and gardens of multi-unit residential complexes and common areas of manufactured home parks.*

I find that the one bush and one hedge is the responsibility of the landlord to prune and trim as noted above. I further find that no breach of the Act occurred to carry out that work as the landlord had the right to be on the property to conduct that work and does not require the permission of the tenant.

Although the tenant “checked off” several issues for this application he did not provide sufficient evidence to support his application on a balance of probabilities. The tenants request to change the locks, to limit or suspend the landlords’ access to the suite, and an order to have the landlord comply with the Act, regulation or tenancy agreement and the tenants request to have two deck chairs placed by the pool, is dismissed in its entirety without leave to reapply.

As the tenant has not been successful in their application, I dismiss their request for the recovery of the filing fee.

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: September 03, 2020

Residential Tenancy Branch