



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

OLC, RP, MNDCT, RP, and OT

### Introduction

This hearing was convened in response to two Applications for Dispute Resolution filed by the Tenant.

In one Application for Dispute Resolution the Tenant applied for an order requiring the Landlord to comply with the tenancy agreement and/or the *Residential Tenancy Act* (Act) and for an order requiring the Landlord to make repairs.

In the other Application for Dispute Resolution the Tenant applied for an order requiring the Landlord to comply with the tenancy agreement and/or the Act, for an order requiring the Landlord to make repairs, for a monetary Order for money owed or compensation for damage or loss, and for “other”.

At the outset of the hearing the Tenant withdrew his application for an order requiring the Landlord to comply with the tenancy agreement and/or the Act and for an order requiring the Landlord to make repairs, as he has vacated the rental unit.

The stated that both of his Dispute Resolution Packages and evidence he submitted to the Residential Tenancy Branch and the Notice of Hearing were sent to the Landlord via registered mail. The Agent for the Landlord acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

On January 28, 2021 the Landlord submitted evidence to the Residential Tenancy Branch. The Agent for the Landlord#3 stated that this evidence was personally served to the Tenant on January 30, 2021. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

### Issue(s) to be Decided

Is the Tenant entitled to financial compensation?

### Background and Evidence

The Landlord and the Tenant agree that:

- This tenancy began on October 01, 2020;
- The Tenant had a private room in the residential complex;
- The Tenant shared a common kitchen and bathroom with other people living in the complex; and
- The Tenant has vacated the rental unit.

The Tenant is claiming compensation in the amount of \$2,450.00. The Tenant had a difficult time explaining why he believes he is entitled to financial compensation but was eventually able to provide the following testimony:

- Other people living in the residential complex were using drugs;
- Shortly after moving into the rental complex he advised the Landlord that people living in the unit were using drugs;
- He has no proof that he reported drug use to the Landlord; and
- He is not aware of the Landlord responding to his report of drug use.

The Agent for the Landlord #2 stated that:

- The Tenant never reported drug use in the rental unit;
- The Tenant informed the Landlord that other people living in the rental unit were sticking needles into people and stuffing people into trucks;
- On January 13, 2001, the Landlord contacted the RCMP regarding the Tenants allegations;
- The RCMP subsequently left a voice message for the Landlord advising her they concluded there was a dispute between the occupants living in the complex;
- On January 17, 2021 the Landlord contacted the RCMP again as she was concerned about comments the Tenant had made regarding her vehicle; and
- The RCMP advised her to apply for an injunction that prevents the Tenant from having contact with her.

### Analysis

A landlord is obligated to ensure that a tenant's entitlement to quiet enjoyment is protected. A breach of the entitlement to quiet enjoyment means substantial interference with the ordinary and lawful enjoyment of the premises. This includes situations in which the landlord was aware of an interference or unreasonable disturbance but failed to take reasonable steps to correct these.

I find that the Tenant has submitted insufficient evidence to establish that he informed the Landlord of a problem with drug use in the residential complex. In reaching this conclusion I was heavily influenced by the absence of evidence that corroborates the Tenant's testimony that he reported drug use to the Landlord or that refutes Agent for the Landlord #2's testimony that this issue was not reported to the Landlord. In the absence of evidence that the Landlord received a report that other occupants were using drugs, I cannot conclude that the Landlord failed to protect the Tenant's right to quiet enjoyment by failing to respond to that report.

On the basis of the testimony of the Agent for the Landlord #2, I find that the Landlord did respond to at least one report of a problem in the rental unit, by reporting his concerns to the RCMP. I find that this was a reasonable and responsible response to the information provided by the Tenant.

I find that the Tenant has failed to establish that the Landlord did not take reasonable steps to protect his right to quiet enjoyment of the rental unit. I therefore dismiss his application for financial compensation.

### Conclusion

The Tenant's application for financial compensation is dismissed, without leave to reapply.

All other issues listed on the Application for Dispute Resolution were withdrawn by the Tenant at the start of the hearing.

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: February 12, 2021