



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LOOKOUT SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OT, FFT

Introduction

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

- other unspecified relief; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's three agents, landlord ML ("landlord"), "landlord TS" and "landlord AP," and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

This hearing lasted approximately 43 minutes from 11:00 a.m. to 11:43 a.m. The tenant unexpectedly disconnected from the hearing at 11:28 a.m. and called back in again immediately at the same time. She said that her call suddenly "dropped." I informed the tenant about what occurred in her absence.

At the outset of this hearing, the landlord asked landlord AP to leave the hearing, as his testimony was not required by the landlord.

"Witness MG" called in on behalf of the landlord and was excluded from the outset of this hearing. She did not return to testify.

The landlord confirmed that he was the manager and landlord TS confirmed that she was the director of operations, both employed by the landlord company named in this application. Both landlord agents confirmed that they had permission to represent the landlord company, who they said leases the rental property from the owner. They stated that they also had permission to represent the owner.

At the outset of this hearing, I informed both parties that they were not permitted to record this hearing, as per Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure*. The landlord, landlord TS, and the tenant all separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Neither party made any adjournment or accommodation requests. Both parties confirmed that they were ready to proceed with this hearing.

The landlord confirmed receipt of the tenant’s application for dispute resolution hearing package and the tenant confirmed receipt of the landlord’s evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant’s application and the tenant was duly served with the landlord’s evidence package.

Preliminary Issues – Dismissal of Tenant’s Application

At the outset of this hearing, I asked the tenant what relief she was seeking in her application, since she did not indicate the details or the section of the *Act*. I informed the tenant that as the applicant, it was her burden of proof, on a balance of probabilities, to prove her claim.

The tenant stated that she wanted to rent a one-bedroom unit in the same rental building, instead of the more expensive two-bedroom unit where she is currently residing, and to pay a lower subsidized rent to the landlord. She claimed that she recorded a conversation with the landlord, which she submitted for this hearing. She noted that her application for tenancy discusses different income levels and she had a low income. She said that she wanted the landlord to stop emailing her so much because it bothered her and was harassment. She claimed that the landlord was a bully, has a personal vendetta against her, and was being passive. She explained that she was trying to express her emotional feelings towards the landlord, and he did not care.

The tenant maintained that the landlord did not follow up on her complaints about her neighbour’s dog but would issue formal warning letters to her about her dog. She said that she was not treated the same as other tenants in the rental building and she did not want to move out because it was a great rental unit with affordable rent in the area. She agreed that she was already living in the rental unit when her roommate moved out, so she signed a written tenancy agreement with the landlord in December 2020. She said

that landlord TS forced her to sign the tenancy agreement, otherwise she was told that her dog could not stay there.

Landlord TS stated that she did not force the tenant to sign the tenancy agreement. She said that the landlord wanted to formalize the tenancy with the tenant because she was living in the rental unit under a sublet before. She explained that the landlord has pet policies that have to be followed when a pet enters the unit, so a tenancy agreement was required first. She told the tenant that she could apply for a wait list but there was no guarantee of a new rental unit and the landlord could not expose other tenants' placement on that wait list.

The landlord stated that there were no one-bedroom units available to rent at this time, and that none was promised to the tenant. He confirmed that the tenant signed a tenancy agreement for rent of \$1,750.00 per month, and that her application for tenancy was not an agreement, just an application. He noted that the tenant was not permitted to record conversations with him, without his knowledge or consent. He said that he could not reveal the landlord's internal policies to the tenant. He maintained that he was not harassing or bullying the tenant. He explained that he issued letters and emails to her regarding complaints and tried to personally served her with the evidence package for this hearing but when the tenant did not answer her door, he followed up with an email to her. He stated that the tenant was required to fill out an assessment form since July 2021, and once that is provided, the landlord can make a determination.

Pursuant to section 59(5)(a) of the *Act*, I can refuse to accept an application if it does not disclose a dispute that may be determined. I notified the tenant that she did not identify any sections under the *Act*, that I could make a decision about. I informed both parties that I cannot force the landlord to rent a different unit to the tenant in the same building, with a different subsidized amount of rent. Both parties submitted a copy of a signed, witnessed written tenancy agreement, which includes the rental unit address and the amount of rent, from December 2020. I notified both parties that I cannot prevent the landlord from emailing the tenant or issuing correspondence to her, regarding this tenancy.

I informed both parties that I did not have jurisdiction to deal with criminal issues such as harassment, as these are matters for the police and the Court system. I notified them that if they had emotional or other relationship issues to discuss, they could do so outside the hearing process. Both parties were given ample hearing time of 43 minutes to discuss their issues and were unable to reach a settlement.

Therefore, the tenant's application for other unspecified relief is dismissed without leave to reapply. I informed both parties about my decision during this hearing.

As the tenant was unsuccessful in this application, I find that she is not entitled to recover the \$100.00 filing fee from the landlord. This claim is dismissed without leave to reapply.

Conclusion

The tenant's entire application is dismissed 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 23, 2021

Residential Tenancy Branch