



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **OT, FFT**

### Introduction

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

- Other relief under the Act, regulations or tenancy agreement; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The landlord did not attend this hearing which lasted approximately 15 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. The tenants attended and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The tenants were made aware of Residential Tenancy Rule of Procedure 6.11 prohibiting recording dispute resolution hearings and they each testified that they were not making any recordings.

The tenants testified that they served the landlord with the notice of hearing and evidence personally on or about October 13, 2021. Based on the undisputed testimony I find the landlord served with the materials on October 13, 2021 in accordance with sections 88 and 89 of the *Act*.

### Issue(s) to be Decided

Are the tenants entitled to relief as sought?

Are the tenants entitled to recover their filing fee from the landlord?

### Background and Evidence

The tenants gave undisputed evidence regarding the following facts. This periodic tenancy began on May 15, 2020. Monthly rent is \$900.00 payable on the first of each month. A security deposit of \$450.00 was paid at the start of the tenancy and is still held by the landlord. There is no written tenancy agreement between the parties.

The relationship between the tenants and the landlord is adversarial and has descended into instances of physical violence. There was a previous hearing under the file number on the first page of this decision for the landlord's application seeking an early end of the tenancy. That application was dismissed for the landlord's failure to serve the tenants with the Notice of Hearing in accordance with the *Act*.

The tenants submit that there is currently a no-contact order prohibiting the tenants from interacting with the landlord arising from an instance of physical violence between the parties. The tenants say that despite the order the landlord has made numerous phone calls to the tenant and was seen approaching the property. The tenants also submit various complaints about the landlord's conduct and level of noise. The tenants have submitted a large volume of documentary evidence in support of their claim including photographs of the property, screenshots of calls from the landlord and audio recordings of threatening voicemails from the landlord.

### Analysis

Pursuant to section 28 of the *Act* a tenant is entitled to quiet enjoyment of the rental unit including freedom from unreasonable disturbance.

In the present circumstance I am satisfied with the evidence of the tenants including their cogent, consistent testimony and voicemail recordings left by the landlord. I find that the volume of calls made, and the time of the calls to be properly characterized as unreasonable. I find the contents of the communication from the landlord to be threatening, harassing and would negatively affect the tenant's right to quiet enjoyment of the rental property. I further accept the evidence of the tenant that the landlord operates loud vehicles at unreasonable hours and in close proximity to the rental unit. I find the reasonable conclusion based on the evidence to be that the purpose of the landlord's conduct is to intimidate the tenants and cause disturbance.

Under the circumstances, I issue an order that the landlord cease communications with the tenants that are not for reasonable purposes pertaining to the tenancy. I find that any further unwanted attempts at communication from the landlord may form the basis for a monetary claim on the part of the tenants.

As the tenants were successful in their application they are entitled to recover the filing fee from the landlord. As this tenancy is continuing the tenants may satisfy this monetary award by making a one-time deduction of \$100.00 from their next scheduled rent payment.

### Conclusion

The landlord is ordered to comply with the Act, regulations and tenancy agreement, specifically as regards to their duty to provide quiet enjoyment of the rental unit to the tenants pursuant to section 28 of the Act.

The tenants are authorized to make a one-time deduction of \$100.00 from their next scheduled rent payment.

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 15, 2022

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Residential Tenancy Branch