



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bosa Blue Sky Properties (Pandora A-B)
Inc. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes PSF FFT

Introduction

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

- an order to the landlord to provide services or facilities required by law pursuant to section 65;
- authorization to recover the 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 sworn testimony, to make submissions and to call witnesses. The corporate landlord was represented by its agents.

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

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

Issue(s) to be Decided

Should the landlord be ordered to provide services or facilities?
Is the tenant entitled to recover their filing fee from the landlord?

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.

The parties agree on the following facts. This periodic tenancy began in 2019. A copy of the signed tenancy agreement was submitted into evidence. The rental unit is a suite in a multi-unit property. There is a pet run area on the rental property for residents and their pets.

The tenant gave testimony that they have been in a number of altercations with other residents in the pet run area. The tenant testified that there was a verbal altercation with another resident as the tenant believed the size of the resident's dog breached the rules of the property prohibiting dogs over a certain weight. On a subsequent date the tenant physically interfered with another resident's dog and submits, "While playing tug-of-war with another dog and my puppy, I held the other dogs tail while prying the toy out of his mouth".

Due to complaints arising from the multiple incidents caused by the tenant the landlord issued a warning letter on December 28, 2021 and January 6, 2022. In the letter of January 6, 2022 the landlord advises the tenant that they are not to enter the dog run area until January 31, 2022 when the landlord will reassess this temporary prohibition.

The parties agree that the tenant's access to the dog run area has been reinstated and the tenant now has access to the area. The tenant confirmed that there is no further need for an order that the landlord provide services or facilities but made lengthy submissions complaining about the landlord, their agents, the other residents of the property, the manner in which complaints were handled, and seeking an order that the landlord be prohibited from denying them access to the dog run in the future and a monetary award.

Analysis

As set out in Residential Tenancy Rule of Procedure 2.2 a claim is limited to what is stated in the application.

Accordingly, I decline to consider the tenant's verbal claim for monetary compensation as this was not a head of claim indicated on the application for dispute resolution.

I accept the undisputed evidence of the parties that the specific service or facility sought by the tenant, the use of the dog run area, has been reinstated and there is no need for an order that the landlord provide services or facilities.

I find I have no statutory authority to issue a blanket order that the landlord continue to provide services or facilities indefinitely in the future, as the tenant requests. Should there be a breach on the part of the landlord in denying the tenant services or facilities in contravention of the *Act* in the future, the tenant is at liberty to file another application for dispute resolution at that time.

I find it appropriate to caution both parties to conduct themselves in accordance with the *Act*, regulations and tenancy agreement. I note that the agreed upon evidence of the tenant's conduct in engaging in verbal altercations with other residents and pulling on the tail of dogs may give rise to the basis for an issuance of a Notice to End Tenancy for Cause or an early end of the tenancy.

I dismiss the present application in its entirety.

Conclusion

The 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: April 19, 2022

Residential Tenancy Branch