



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC MNDC

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A hearing by telephone conference was held on October 18, 2022. The Tenant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the *Act*).

Both sides attended the hearing. All parties provided affirmed testimony and were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. The Landlord confirmed receipt of the Tenant's application and evidence in June of 2022. The Tenant confirmed receipt of the Landlord's evidence.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence submitted in accordance with the rules of procedure, and evidence that is relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Tenant applied for multiple remedies under the *Act*, some of which were not sufficiently related to one another.

Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues before me at the start of the hearing, and after hearing from the Tenant in terms of his priorities, I determined that the most pressing and

related issues deal with whether or not the Tenant is entitled to an Order that the Landlord comply with the Act or the tenancy agreement. As a result, I exercised my discretion to dismiss the Tenant's request for monetary compensation, with leave to reapply.

Issue to be Decided

- Is the Tenant entitled to an order that the Landlord comply with the Act, or the Tenancy Agreement?

Background and Evidence

The Tenant stated that he moved into this rental unit around March of 2013, and he has lived in the same rental unit since that time. This rental unit is part of a large apartment building managed by BC Housing. The Tenant stated he has been having issues with one other Tenant in the building, R.G., for several years now, and wants the Landlord to take action to prevent R.G. from acting inappropriately. The Tenant stated, generally, that he is asking for the Landlord to comply with the tenancy agreement in that they are to provide him with safe accommodation. The Tenant did not point out which part of the tenancy agreement speaks to this. The Tenant also is requesting that the Landlord transfer him to another unit in the other side of the building, but the Tenant acknowledged that the rental units he wants to move to are currently occupied, so he will wait.

The Tenant stated that R.G. lives on the same floor as him. The Tenant further stated that it was in 2014 when he was in the laundry room and R.G. approached him and raised his voice and said "you had better clean the lint trap or I'll shove it up your @ss". The Tenant stated that he did not report this to the Landlord at that time and it wasn't until 2018 that the Tenant had a discussion with BC Housing about R.G., and the issue in the laundry room. The Tenant stated that it was not until 2018 that he started writing things down regarding his interactions with R.G. The Tenant stated that in 2020 sometime he asked BC Housing for more support on his issues with R.G. The Tenant was unclear as to whether he provided anything in writing to the Landlord in 2020 regarding his ongoing issues with R.G.

The Tenant stated that in February of 2022, he provided a written letter to the Landlord detailing some of his interactions and issues with R.G. The Tenant provided a tracking number for this letter he sent to the Landlord, but stated that no action has been taken since. The Tenant stated that he mailed this letter to the Landlord, but was unclear

about where exactly it was sent, and who it was addressed to. The Tenant recited the Registered mail tracking number during the hearing to show he sent the above noted package in February 2022 and the Canada Post tracking information from the Canada Post Website shows it was delivered to an address in Ontario. The Tenant did not explain how he obtained this address, and how he knew it was the Landlord's address for service.

The Tenant provided a typed letter into evidence detailing some of his interactions with R.G. since January of 2020. The Tenant alleges that he has had several negative interactions with R.G. and he asserts R.G. has been belligerent, and aggressive towards him, particularly since 2018. The Tenant made note of approximately 9 different interactions between January 2020 and the date of this hearing. The Tenant pointed out that he reported his interactions to the police but R.G. didn't modify his behaviour and R.G. continued to antagonize the Tenant when they cross paths. The Tenant stated that he reported one of the incidents in February 2020 to the Tenant support worker in the building. However, the Landlord denied receiving any such complaint.

The Tenant asserts that he had witnesses to several of the incidents. However, none of the witnesses were present at the hearing nor did they provide any written statements. The Tenant asserts in his written statement that R.G. has called him a coward for calling the police and trying to involve the Landlord.

The Landlord stated that they have not been made aware of all of the Tenant's allegations, prior to receiving this application from the Tenant earlier this year. The Landlord acknowledged that they knew of an incident back in 2018 with R.G. and they pointed to exhibit F of their evidence to show what they did to follow up. The Landlord's exhibit F indicates that they were aware of the negative interaction regarding the lint trap and the laundry issue and became aware sometime in January 2018. The Landlord further noted in this exhibit that they followed up with both the Tenant and R.G. on or around January 16, 2018, and at that time R.G. asserted that the Tenant was aggressive towards him first, hence the retaliation. At that time, R.G. agreed to no longer engage with the Tenant and avoid interactions, but R.G. also requested the Tenant do the same.

The Landlord stated that following this incident in 2018, regarding the laundry, they never received anything in writing from the Tenant about R.G.'s behaviour. The Landlord stated that they are sad to hear it has been going on since that time, but the Landlord requests that the Tenant put some of these specific complaints in writing, so that follow up action can be taken. The Landlord stated they are limited in what they can

do to follow up without written complaints. The Landlord stated they checked their files and did not have any other documentation regarding R.G. harassing the Tenant.

The Landlord also pointed out that they have no letters from any witnesses supporting any of the alleged incidents, which would be helpful if the Tenant wants them to follow up.

The Landlord also denies that they ever received any letter in February 2022, by registered mail, from the Tenant outlining the incidents. The Landlord asserts that they only ever heard about that one incident in 2018, which they followed up on.

Analysis

A party that makes an application against another party has the burden to prove their claim.

Based on the documentary evidence and the testimony of the parties provided during the hearing, and on the balance of probabilities, I find the following.

I note the Tenant asserts that there was an incident in 2014 where one of the other Tenants in the building, R.G., aggressively confronted him about the lint trap in the laundry dryer. However, the Landlord suggested this was not until 2018, and provided a series of emails supporting that this incident did not occur until 2018. I find the Landlord has provided a more detailed and compelling version of events on this point, and I find it more likely than not that the incident occurred in 2018.

It appears the Landlord was aware of the negative interactions between R.G. and the Tenant in 2018, and had a follow up conversation with R.G. At that time, I note R.G. asserted that the Tenant was also inflammatory which exacerbated the issue at the time. The Landlord did not take any further action, other than asking the parties to avoid interactions.

I acknowledge that the Tenant asserts that R.G. has continued to antagonize him, since the incident in 2018. However, I note the Tenant has provided no corroborating witness statements. Also, although the Tenant has provided a written statement outlining some of the negative interactions with R.G. as part of this proceeding, I find there is insufficient evidence showing these ongoing issues were clearly raised and articulated to the Landlord, in writing, and in a timely manner such that they could take appropriate follow up actions.

I note the Tenant, stated he sent a letter to the Landlord in February 2022, outlining his issues over the last couple of years with R.G. and the Tenant provided a tracking number for this package. However, the Landlord denied getting any such package, and stated they were only made aware of many of these ongoing incidents when the Tenant served the evidence for this hearing in June 2022. I note the Tenant did not articulate or explain where this February 2022 letter was sent to, how he obtained the address, and how he believed it was the Landlord's address for service. Tracking information shows the package was delivered to an address in Ontario. However, I note the address for service for the Landlord noted on the Tenancy Agreement is an address in Vancouver. Ultimately, I find there is insufficient evidence showing that the Tenant sufficiently served the Landlord with his letter in February 2022, outlining his issues over the past couple of years.

I further note that the Tenant has involved the police regarding some of his interactions in the past. However, I find there is a general lack of evidence showing the Landlord was informed, in writing, of the specific incidents, in a timely manner. I find it is incumbent on the Tenant to present the Landlord with any allegations of harassment in a timely manner, preferably in writing, otherwise it is much more difficult for the Landlord to respond efficiently and effectively.

It is clear that, as part of this dispute resolution process, the Landlord has now been made aware of some of the Tenant's allegations with respect to ongoing negative interactions with R.G. since the incident in 2018. However, going forward, I order the Tenant to provide his complaints to the Landlord, in writing and at their address for service noted on the tenancy agreement, as soon as possible following the incident. After receiving a written complaint from the Tenant, I Order the Landlord to meaningfully follow up on the complaints, in a timely manner. These Orders are made to help protect the Tenant's right to quiet enjoyment, pursuant to section 28 of the Act, and to help the Landlord follow up after allegations are made in order to determine if any of the parties involved acted inappropriately or in breach of the Act. This may require the Landlord to issue warning letters, speak to affected parties, and potentially issue Notices to End Tenancy if warranted. The Tenant is encouraged to provide witness statements or corroborating evidence to the Landlord at the time a complaint is made to assist with any potential actions or investigations.

Overall, I am not satisfied the Landlord is actively and purposefully ignoring complaints from the Tenant regarding R.G. and it appears a large part of the issue at this point is related to the lack of timely and clear communication from the Tenant regarding the

negative interactions. I decline to make any further Orders, other than those made above regarding how to follow up if and when issues arise in the future.

Conclusion

The Tenant's application for monetary compensation is severed from the proceedings and is dismissed, with leave to reapply. Other Orders relating to the application are laid out above.

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: October 19, 2022

Residential Tenancy Branch