



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding XIN MEI REAL ESTATE CO., LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      LRE LAT OLC FFT

### Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The tenant applied for authorization to change the rental unit locks, to suspend or set conditions on the landlord's right to enter the rental unit and for the filing fee.

The tenant and an agent for the landlord, MM (agent) attended the teleconference hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me. Words utilizing the singular shall also include the plural and vice versa where the context requires.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). However, only the evidence relevant to the issues and findings in this matter are described in this decision.

As both parties confirmed having had the ability to review the documentary evidence submitted by the other party prior to the hearing, I am satisfied that both parties have been sufficiently served as required by the Act.

### Preliminary and Procedural Matters

The tenant named the agent only versus including the landlord. Therefore, I have amended the application pursuant to section 64(3)(c) to also include the name of the landlord and have listed the agent, MM correctly as agent.

In addition, and based on the wording of the tenant's application, I interpret and amend the application pursuant to section 64(3)(c) of the Act to include an order directing the landlord to comply with the Act, regulation or tenancy agreement, which is dispute code "OLC".

### Issues to be Decided

- Has the tenant provided sufficient evidence to prove that the landlord should be directed to comply with the Act, regulation, or tenancy agreement?
- Has the tenant provided sufficient evidence to support authorization to change the locks to the rental unit?
- Has the tenant provided sufficient evidence to support an order setting limits on the landlord's right to enter the rental unit?
- Should the tenant recover the cost of the filing fee under the Act?

### Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed-term tenancy began on May 1, 2021 and converted to a month-to-month tenancy after April 30, 2022. The parties confirmed that monthly rent originally was \$1,350 per month and has since increased to \$1,370 per month and remains due on the first day of each month.

The tenant writes the following in their application:

Building manager has threatened to evict me and claims to have the right to enter my property without serving proper eviction documentation. He has threatened multiple times via email and text and has made several false accusations against my character and has exhibited concerning behaviour which has caused me anxiety and stress.

...

He has used his false accusations to make attempts to gain access into my unit. I have had to install home security to deter the behaviour, but has continued to use defamatory tactics to instill fear. This has caused me extreme anxiety and stress

[reproduced as written]

The tenant presented an email dated August 31, 2022 at 12:27PM from the agent to the tenant titled, "last attempt to reason with you, pal". That email is 3 pages long and is

single-spaced and includes, but is not limited to the following personal comments from the agent to the tenant regarding:

- Questioning of friend choices
- Allegations of illegal drug use and possible drug charges
- Allegations of mental health/personality disorder(s) including narcissism
- Warning about the correctional system
- Suggestions about getting help/treatment as soon as possible
- Warnings about physical health
- Admission that agent's father was a police investigator
- Warning about tenancy begin on "thin ice"
- Admission of "nonsense" the agent has to "put up with"
- Comparison of tenant to other previous tenants and their personal details including satanic and drug-associated wall hangings
- Comparison to skateboarder social groups and how unpleasant it was to deal with them
- Providing personal details of other tenants in the building including their hobbies
- Providing personal details of the agent including age, relationship problems, history of counselling
- Comparison of tenant having left-wing extremism
- Allegation that the tenant feels like the world "owes them something"
- Suggestions on how to spend their time outside of the rental unit

The tenant confirmed during the hearing that the landlord has not entered the rental unit without permission and has not served a notice to end tenancy on the tenant.

The landlord denies any requests to enter the rental unit and stated that they have not completed rental unit inspections.

### Analysis

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

I find the agent's email described above to be unprofessional and unreasonable. I also find that it is negatively impacting the tenant as claimed. I have reached this finding as I find the agent, as building manager, has provided excessive personal information and has harassed the tenant as a result of the lengthy email referred to above. Given this, I make the following order against the landlord's agent:

**I ORDER** the agent, MM not to communicate by email, text or personally with the tenant for the remainder of the tenancy, with the exception of the following:

1. Repair requests, including only the minimum required information to address such requests
2. Payment of rent, including only the minimum required information to address payment of rent
3. Complaints, including only the minimum required information to address complaints
4. Emergency issues for health or safety reasons, including only the minimum required information for emergency issues
5. Requests initiated by the tenant, including only the minimum required information to address those requests

Should the agent fail to comply with my orders, the tenant may apply to the RTB for compensation for loss of quiet enjoyment or other remedy such as a complaint to the RTB Compliance and Enforcement unit.

As the tenant has confirmed that the landlord has not entered their rental unit without permission, I decline to authorize the tenant to change their rental unit lock(s). I also decline to set conditions on the landlord's right to enter the rental unit due to insufficient evidence.

As the tenant's application was partially successful, I grant the tenant the recovery of the \$100 filing fee. **I authorize** the tenant a one-time rent reduction in the amount of **\$100** from a future month's rent in full satisfaction of the recovery of the cost of the filing fee pursuant to sections 62(3) and 72 of the Act.

### Conclusion

The tenant's application partially successful.

The agent for the landlord has been ordered pursuant to section 62(3) as described above. Failure to comply with my order(s) may result in the tenant applying for further remedy under the Act.

This decision will be emailed to both parties.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 3, 2023

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Residential Tenancy Branch