



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding LANTERN PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A hearing by telephone conference was held on May 1, 2023. 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. The Landlord did not submit any 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.

Issue to be Decided

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

Background and Evidence

The tenancy started November 1, 2020, and monthly rent is \$1,293.00.

The tenancy agreement was provided into evidence.

The Tenant was asked to explain what orders she is seeking, during the hearing, and she raised the following issues:

- 1) She wants permission to change the locks on her entrance door so that she is the only one with keys to access her rental unit. The Tenant pointed to an incident on December 28, 2022, where the Landlord attended her rental unit, and tried to unlock and open her door, without proper notice. The Tenant stated that the only reason the Landlord couldn't gain access to her rental unit was because she was home and had locked the door from the inside.
- 2) The Tenant pointed out that the person in unit #208 has had a few dozen people over and this is contrary to all the tenancy agreements in the building.
- 3) The Tenant also pointed out that the Landlord rents out parking spots to other people, who are potentially not tenants, which is contrary to the tenancy agreements for people in the building.
- 4) The Tenant stated that others are smoking on the grounds, which is contrary to all the tenancy agreements in the building
- 5) The Tenant stated that others in the building are leaving the garbage area open, and homeless people come and gain access to that area. The Tenant pointed out that the other tenants in the building are contravening their tenancy agreements by doing this.
- 6) The Tenant stated that other Tenants in the building leave items beside her car when it is parked, which is also contrary to the tenancy agreement
- 7) The Tenant stated that there is supposed to be no pets in the building, but another Tenant had a dog for a few months, which is against all the tenancy agreements
- 8) The Tenant also stated that her rental unit is smaller than other units in the building yet her rent is just as high, which means she is overpaying.

The Landlord explained that on December 28, 2022, when they attended the Tenant's unit to open her door, without notice, they were doing emergency plumbing work in the unit above the Tenant's unit, which required them to check to make sure some flooding had not spread and to gain access to her unit on an emergency basis. The Tenant does not believe the Landlord on this point.

The Landlord also stated that they have not breached the act, the regulations, or the tenancy agreement in any way, and it appears the Tenant is just taking issue with other's in the building. The Landlord asked to cross apply for other remedies, but as stated in the hearing, this is not allowed, as it is too late to cross apply for remedies at the time of the hearing.

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.

With respect to the Tenant's request for permission to change the locks on her door, so that only she has the keys, I decline to award this request. The Tenant asserts the Landlord tried to gain access to her unit on December 28, 2022, unlawfully. However, I note the Landlord stated they only did this because of an emergency plumbing issue. I find the Tenant has failed to sufficiently demonstrate the Landlord contravened the Act and that she should be entitled to have the locks changed as a result.

I note the Tenant has provided a detailed account of what she dislikes about how other tenants and occupants in the building are conducting themselves including such issues as smoking, garbage access, pets, smoking, and parking. However, I note these complaints are largely focused on other Tenants, and do not sufficiently relate to this tenancy, or the tenancy agreement. I note the Tenant has asserted that many other Tenants have contravened their tenancy agreements for the above noted items. However, I find it important to note that the Tenant has not provided copies of any other tenancy agreements, such that I could be satisfied that any of the other Tenants are contravening their rights and obligations under their tenancy agreement or the Act. Those other Tenants may have different agreements, with different rights and responsibilities. The Tenant appears to be making the assumption that all parties in the building have the same tenancy agreement, which is not supported by the evidence. I decline to make any orders for any of the other issues the Tenant raised.

Further, I note the Tenant feels she is overpaying for her rental unit. However, I find there is insufficient evidence that the Landlord has contravened the Act by imposing an illegal rent increase. I am unable to make any orders regarding what the Tenant's rent ought to be, in the absence of evidence showing any breach of the Act or the regulations.

I do not find the Tenant has sufficiently demonstrated that she is entitled to an order for the Landlord to comply with the Act, the Tenancy Agreement, or the Regulations.

Conclusion

The Tenant's application is dismissed, in full, 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: May 04, 2023

Residential Tenancy Branch