



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

**A matter regarding BC HOUSING MANAGMENT COMMISSION  
and [tenant name suppressed to protect privacy]**

## **DECISION**

Dispute Codes      PSF, OLC

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for an Order to provide services or facilities required by the tenancy agreement or law; and for an Order for the Landlord to Comply with the Act or tenancy agreement.

The Tenant and two agents for the Landlord, I.C. and M.S. ("Agents"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about it.

During the hearing, the Tenant and the Agents were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I 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.

I considered service of the Notice of Dispute Resolution Hearing. Section 59 of the Act and Rule 3.1 state that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Tenant testified that she served the Landlord with the Notice of Hearing documents and her evidence by Canada Post mail. The Agent said he received the Notice of Hearing documents on February 3, 2023, but no evidence was included in this package. Given that the Landlord did not have the Tenant's evidence before them, I find it would be administratively unfair to view it in my considerations.

Further, the Tenant provided hundreds of photos and documents to the RTB as her evidence; however, none of it was identified in any way, and therefore, I have hundreds of unlabelled pieces of evidence before me. As guidance for the Tenant for any future

applications at the RTB, please consider Rule 3.7.

Rule 3.7 requires that evidence – documents, photographs, and videos, etc. - provided to the RTB by a participant must be organized and clear. This Rule states that to ensure a fair, efficient, and effective process, evidence must be identified or described. For example, photographs must be described in the same way, in the same order, such as: “Living room photo 1 and Living room photo 2”. If evidence is not identified clearly, the arbitrator is allowed to not consider evidence, if the arbitrator finds that it is not easily identifiable, organized, and clear. Using this discretion contributes to fairness and efficiency of the hearing. As a result, even if the Tenant had provided her evidence to the Landlord, as required by the Act and Rules, I would not consider it, because it is not identified in any way, let alone clearly.

The Agent said he provided the Tenant with the Landlord’s evidence by attaching it to the rental unit door, and via Canada Post registered mail. The Tenant confirmed having received the Landlord’s evidence.

#### Preliminary and Procedural Matters

The Tenant provided the Parties’ email addresses in the Application and they confirmed these in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I asked the Agent for the Landlord’s name in this matter, as the Landlord identified on the Application was different than that in the tenancy agreement. The Agent confirmed the Landlord’s name, so, I amended the respondent’s name in the Application, pursuant to section 64 (3) (c) and Rule 4.2.

At the outset of the hearing, I advised the Agents that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in the hearing. I also advised the Parties that they are not allowed to record the hearing, and that anyone who was recording it was required to stop immediately.

#### Issue(s) to be Decided

- Should the Landlord be ordered to provide services or facilities, and if so, which ones?
- Should the Landlord be ordered to comply with the Act or tenancy agreement, and if so, how?

### Background and Evidence

The Parties agreed that the periodic tenancy began on December 1, 2021, with a monthly rent of \$510.00, plus \$16.00 for laundry, due on the first day of each month. The Parties agreed that the Tenant was not required by the Landlord to provide a security deposit or a pet damage deposit.

#### **#1 ORDER FOR SERVICES OR FACILITIES REQUIRED BY THE TENANCY AGREEMENT or LAW**

In the hearing, I asked the Tenant to explain her claim, including which services or facilities she would like the Landlord to provide. The Tenant said:

There's two things. First, the main was our safety concern, because the neighbour knocks on walls, and disturbs our sleep – there is no quietness; we're not sleeping well. They constantly have people going in and out. The building manager is aware of it, but they don't do anything. I lost my job, I can't sleep - because the neighbour was knocking, I lost job - because of lack of sleep.

I asked the Tenant what she wants the Landlord to do, and she said:

We need a transfer, because it's not safe. Or the neighbour needs to move out, because she's not abiding the rules. My daughter has epilepsy ADHD and autism, and last summer, they put something out there to dare my daughter to do something. They tried to fight me.

The Agent responded:

The Tenant made the initial conflict, as she approached the other tenant about having an alleged affair with her boyfriend. The other tenant wrote a letter to us and put something online, and addressed it [through social media]. There were layers of complaints from [the Tenant] about the neighbour. We investigated, and we found some was partially true, but some we were not able to determine.

We offered mediation, and recommended they not engage with each other. At the same time, because [the Tenant] was unhappy residing here, we agreed to approve her transfer for the social conflict, even though this was not complying with our policy. However, because of the mental health issues with her and her daughter, on September 7, [2022], the transfer was approved.

Unfortunately, it takes time, because of the housing crisis. She is in the same queue as everyone else. That's a little be out of our control, because of the housing crisis. There are lots of people who are homeless.

Social conflicts are difficult to verify – it's a "she said/she said" situation. We talked to neighbours and we were not able to confirm the noise issue. We had a meeting with the other party. We know her, she's employed and has an active social life – she is allowed to have guests. It is independent living. When it disturbs other people, though, we investigate; but we were not able to confirm any claims toward the neighbours. We dealt with the tenant next door, but no other neighbours were complaining about her.

The Tenant replied:

I do not agree with anything he said. She approached me and introduced me to herself. She said I want to know who you are, because we're neighbours. I knew her from other people in the past. I would not have moved here, if I knew she lived there. She added me on to social media. She posted screen shots of private conversations I had with her. [The Agent] is aware of this. She deleted me from her social media. But they tried to attack me – they were drunk at 7:00 pm on a Thursday.

I asked the Tenant about the possibility of moving to a different residence, and she said:

We are still here and haven't moved. It's a pretty urgent matter. She continues to do this. They are continuing to let her live there. People are not supposed to be in and out of your house. This is a serious matter. I didn't start the conflict.

In his last comments before the hearing ended, the Agent said:

In terms of her comments on the conflict with the neighbour, [the Tenant's] last complaint was on September 21, 2022. That was the last time she complained, and with no further complaints, we assume the issue is resolved.

## **#2 LANDLORD TO COMPLY WITH THE ACT OR TENANCY AGREEMENT**

I asked the Tenant to explain her second claim, and she said: "Two things: first, my couch is worth a lot of money, and it was damaged by the mice chewing through it."

I explained to the Tenant that she had not applied for compensation from the Landlord in her Application, although she said she submitted a monetary claim for her couch. However, as noted above, I am not considering the Tenant's hundreds of pages of unidentified evidence, and therefore, I do not have evidence of a monetary claim before me. Also, the Landlord said he did not receive any evidence with the Tenant's Notice of Hearing documents, and therefore, the Landlord has no knowledge of a monetary claim.

**I recommend the Tenant call the RTB** and speak with an information officer before she applies for assistance under the Act. The information officer will be able to tell the Tenant exactly what she has to do in order to apply for the right result.

I asked the Tenant what she would like the Landlord to do about the problem with mice, and she said:

I don't know what can be done, but the heaters in the complex need to be done. It's an ongoing issue in the building. There are still mice.

I let them know I don't want the bait they use in the apartment, but they still come in my unit and put a brick of the mouse thing. And they locked my cat in the closet. I don't know for how long. I don't want to have people in and out of my house all the time.

The Agent responded:

We have an extensive pest control program. Because of regulations, you have to do it once an infestation is reported. There is an inspection, and if an infestation is confirmed, the contractor defines what measure is appropriate in these cases. It is regulated by the Ministry of Environment. Unfortunately, the rules are very strict and not as effective, and the very long summer contributed to the mouse population.

Also, the Tenant has denied entry. The one case about the cat in the closet - I was not aware of it. There was no communication from the Tenant while I was there. I'm not sure if it was done. Sometimes things like this can happen.

I asked the Agent if the bait is harmful to cats, and he said:

Tenants usually communicate to us that they have pets. All pets have to be registered by BC Housing. I'm not sure what kind of bait. I have not investigated

this, so I cannot deny or confirm it.

I again asked the Tenant what the Landlord should do, and she said:

The building needs to be upgraded. And they should not use poison. They should invest in upgrading the building, so we don't have to deal with this mice control. All this money for bait - use some money to upgrade buildings, so people can live here peacefully.

The Agent said:

I'm not sure what she means by upgrading the building. We submitted pest control reports with the measures that were taken, and we immediately sent them in when she complained. Everything takes time. There's approaching the pest control company for times, and scheduling their entry. We immediately responded to her request.

Just on a side note on the monetary claim, a landlord is not responsible for a tenant's belongings, but [the Landlord] has an insurance program that is available to tenants. We negotiated an affordable rate.

I asked the Tenant if she signed up for tenant's insurance, and she said:

The mice were in the unit before I showed up. It should have been dealt with before I moved in. It's not like a flood or fire; it should have been taken care of.

The Tenant said she did not obtain insurance, and the Agent noted that acquiring it now will not help with this claim, but it could for any future damage the Tenant incurs.

The Agent also said:

Since the Tenant keeps referring to this [monetary] claim, there is no proof of ownership or the value of this part of the claim. There is no evidence of purchase receipts or assessment of damage or residual damage.

### Analysis

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

## **#1 ORDER FOR SERVICES OR FACILITIES REQUIRED BY THE TENANCY AGREEMENT or LAW**

Section 28 of the Act sets out a tenant's right to quiet enjoyment of the rental unit, and states that tenants are entitled to reasonable privacy, freedom from unreasonable disturbance, exclusive possession of the rental unit, subject only the landlord's right to enter the rental unit in accordance with section 29. Tenants are allowed use of the common areas for reasonable and lawful purposes, free from significant interference.

In the hearing, the Agent acknowledged that the Tenant's neighbour has an active social life, but as he pointed out, she is allowed to have guests. The Landlord has also approved the Tenant's application for different housing; however, as he pointed out, there are a lot of people who need housing – some homeless people are on the list – and the Tenant's application had to go into a queue or a list. When her name is at the top of the list, she will be offered new housing.

Further, the Landlord noted that the Tenant has not complained about her neighbour for over eight months, which suggests that the problem is not significant as it once was. I find that the Landlord has done what they can to address the Tenant's complaints in this regard – having investigated whether other neighbours are disturbed, which they were not – and putting the Tenant on a list for new housing. I find that the Landlord has taken meaningful steps to address the Tenant's complaints about her neighbour, and therefore, I find that no further Order is required. The Tenant must wait until another unit becomes available for her and her daughter. **This claim is, therefore, dismissed without leave to reapply**, pursuant to section 62 of the Act.

## **#2 LANDLORD TO COMPLY WITH THE ACT OR TENANCY AGREEMENT**

Based on the testimony in the hearing and the evidence before me, I find that the Tenant is requesting that the Landlord resolve the problem of mice in her unit. However, she wants it done such that there is no potential harm to her cat, which is reasonable.

The Agent said that tenants' pets are supposed to be registered with the housing authority, so that the Landlord may be cautious about the well-being of these pets. As a result, I **urge the Tenant to register her cat with the housing authority** to help them protect the cat. I note that the Tenant also said that having a cat is helpful to reduce the mouse problem.

Further, I find that the Tenant's suggestion that the Landlord upgrade the building is not helpful regarding what this means and/or how this will resolve the mice problem. Rather, the Agent said that the Landlord responds by arranging for pest control when they receive reports of the pests from tenants.

I recommend the Tenant report the mouse problem whenever she is aware of it. However, I find that the Tenant has not provided a solution that she seeks in resolving the pest problem, beyond what the Landlord is already doing. I find that the Landlord is addressing the mice problem the best way they can. As a result, the **Tenant's claim is dismissed without leave to reapply**, pursuant to section 62 of the Act.

### Conclusion

The Tenant is unsuccessful in her Application, as she provided insufficient evidence and claims for me to order the Landlord to do anything. I find that the Landlord has responded to both of the Tenant's claims as best they can in the circumstances, and therefore, there is nothing more I can do to assist.

The Tenant's Application is dismissed wholly without leave to reapply.

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: May 17, 2023

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Residential Tenancy Branch