



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KELSON GROUP PROPERTY
MANAGEMENT and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, FFT

Introduction

The tenants applied to the Residential Tenancy Branch [the 'RTB'] for Dispute Resolution. The tenants ask me for the following orders against the landlords.

1. Compensation in the amount of \$5,790.00 for psychological injury inflicted to the tenants by the landlords.
2. Reimbursement for the \$100.00 filing fee for this application.

The corporate landlords appeared at the hearing on 25 May 2023, by way of an agent. The tenants also appeared.

Issues to be Decided

Did the landlords psychologically injure the tenants?

If they did, then what is the appropriate compensation for that injury?

Should the landlords reimburse the tenants for the cost of filing their application?

Background and Evidence

The tenants told me that the landlords threatened and harassed them during this tenancy - particularly at the end of the tenancy - such that the tenants suffered psychological injury. Details of the harassment are:

- claiming that the rental unit was unclean, when in fact it was;
- insisting that used bottles belonging to the tenants must be stored elsewhere than they were;
- accusing the tenants of damaging the unit, when in fact the damage already existed before the tenants moved in;
- refusing to repair the unit despite requests that the unit be repaired;
- claiming that the tenants had not washed dishes on moving out, when in fact they had;
- forbidding the tenants from keeping an emotional-support cat in the unit; and
- making claims that adversely affected the tenants' credit rating.

The threats to which the tenants alluded were threats by the landlords to evict the tenants if they didn't deal with the unit in a way that met the landlords' standards.

The tenants told me that, as a result of all the above, their doctor medicated them and they began smoking again.

They clarified that the amount of compensation they are seeking is six months rent, which they felt would be an appropriate gauge of damages.

The tenants submitted some documents in support of their application. But they did not provide copies of these documents to the landlords. They did not do this, they said, because bureaucrats of the provincial government advised them to not give copies of these documents to the landlords. The tenants also confirmed that none of these documents addressed their claim of psychological injury. The tenants said that such documents would have to come from their doctor, but it would take too long for them to get those documents.

I asked the tenants if their doctor would be a witness at this hearing, to give evidence as to their psychological injury and its causes. The tenants told me that the doctor would not be a witness: they weren't able to 'get through' to him.

I also asked the tenants if there were any section of the *Residential Tenancy Act* [the 'Act'] upon which they relied in seeking this compensation for psychological injury, or if there were any precedents they wanted to refer me to in support of their claim. The tenants told me that they would have to look up those things.

Toward the end of their submissions to me, they said their application wasn't just about psychological injury, but also about the landlords' failure to address the tenants' concerns about the condition of the unit. They said that while the landlords made some repairs to the unit, they did not make all the repairs to the unit that the tenants requested. Other than talking about a buzzer to the unit that the landlords refused to fix, the tenants did not elaborate on these repairs.

For their part, the landlords deny psychologically injuring the tenants. They asserted that they have always been respectful and professional in communicating with the tenants.

Analysis

I have considered all the statements and arguments made by the parties. The tenants did not refer me to any of the documents that they submitted as part of their application. And since they did not serve copies of these documents upon the landlords, I would not consider any of the documents.

Applicants for dispute resolution bear the burden of proving their claims to me on a balance of probabilities. If a respondent to an application denies the allegations made by an applicant, then the applicant will typically need corroborating evidence to tip the balance of probabilities in their favour.

In this case, the tenants have alleged that the landlords psychologically injured them. And the landlords deny this.

Have the tenants provided any evidence to further support or otherwise corroborate their allegations? They did not provide any medical records to support their claim that they have suffered such injuries. Even if they had, they would still need to prove that the landlords caused such injuries.

The tenants did not call their doctor as a witness, or even provide a written opinion from their doctor as to the alleged injuries and their cause. In the circumstances of this case, where the tenants complain of actions by the landlords that, on the face of many of them, are not unusual actions taken by a landlord, the lack of medical evidence is particularly problematic for the tenants' claims.

And there is no evidence that the tenants themselves have any medical training, knowledge or qualifications upon which I might rely in considering their self-assessment that they have been injured and the cause of those injuries.

In short, the tenants have not made out their case: they do not have convincing evidence that they suffer from psychological injury, and that the landlords caused that injury.

Conclusion

I dismiss this application without leave to re-apply.

I make this decision on authority delegated to me by the Director of the RTB *per* section 9.1(1) of the Act.

Dated: 14 June 2023

Residential Tenancy Branch