



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Application 1: CNR, MNDCT, DRI, RR, RP, PSF, LAT, RPP

Application 2: CNC, MNRT, MNDCT, DRI, RR, RP, PSF, LRE, LAT, RPP, OLC

Application 3: CNL

Introduction

The tenants applied to the Residential Tenancy Branch [the 'RTB'] for Dispute Resolution. Over three different applications, the tenants ask us for the following orders against the landlords.

On Application 1, filed 28 April:

1. Cancellation of a 10-day Notice to End Tenancy, issued on or about 24 April 2023 [the '10-day Notice'].
2. Compensation in the amount of \$20,000.00 for robbery, harassment and bullying [the 'Harassment Claim'].
3. Prohibition of a rent increase from \$550.00 to \$1,200.00 [the 'Rent Increase'].
4. Reduction of rent for damage to the rental unit, in the amount of \$550.00 [the 'Rent Reduction Claim'].
5. Repairs to the unit [the 'April Repairs Claim'].
6. Provision of services or facilities [the 'April Services Claim'].
7. Authorization for the tenants to change the locks to the unit [the 'Locks Claim'].
8. Return of personal property belonging to the tenants [the 'April Property Claim'].

On Application 2, filed 4 May:

1. Cancellation of a One-month Notice to End Tenancy for Cause, issued on or about 3 May 2023 [the 'One-month Notice'].
2. Reimbursement of the cost of emergency repairs in the amount of \$3,400.00 [the 'Emergency Repairs Claim'].
3. Compensation for monetary loss in the amount of \$20,000.00 for personal property belonging to the tenants [the 'Compensation Claim'].
4. Prohibition of the Rent Increase.
5. Repairs to the unit [the 'May Repairs Claim'].

6. Provision of services or facilities [the 'May Services Claim'].
7. Suspension of landlords' right to enter the unit [the 'Entry Claim'].
8. Locks Claim (again).
9. Return of personal property belonging to the tenants [the 'May Property Claim'].
10. Compliance with the *Residential Tenancy Act* [the 'Act'] or tenancy agreement [the 'Compliance Claim'].

And on Application 3, filed 24 May:

11. Cancellation of a Two-month Notice to End Tenancy for Landlords' Use of Property, issued on or about 10 May 2023 [the 'Two-month Notice'].

Issues to be Decided

By an interim decision of 24 July, we dismissed the tenants' application to cancel the 10-day Notice, as well as the following claims, without leave to re-apply:

- the Locks Claim;
- the Entry Claim;
- cancellation of the Two-month Notice;
- cancellation of the One-month Notice;
- the April Repairs Claim;
- the April Services Claim;
- the May Services Claim; and
- the May Repairs Claim.

In that same decision, we directed that, for us to hear the remaining claims under Applications 2 and 3 together with the remaining claims under Application 1, the parties submit written argument as to:

1. whether the remedies sought in each application are similar; or
2. whether it appears that I will have to consider the same facts and make the same or similar findings of fact or law in resolving each application; and
3. whether the Director has jurisdiction to hear the Compensation Claim, the Emergency Repairs Claim and the Harassment Claim together, given that the total of those claims is \$43,400.00.

Neither party complied with this direction.

Residential Tenancy Branch Rule of Procedure 2.3 states that claims made in an Application for Dispute Resolution must be related to each other. Rule of Procedure 6.2 allows an arbitrator to decline to hear or dismiss unrelated issues.

We provided the parties an opportunity to argue how the remaining claims under Applications 2 and 3 are related to those made under Application 1. But they declined this opportunity.

Absent any such argument, we find that the remaining claims under Applications 2 and 3 are not related to those made under Application 1, and shall be dismissed with leave to re-apply.

This leaves us with the following issues to determine:

1. amount of rent that the tenants owe the landlords;
2. Rent Increase;
3. Harassment Claim;
4. Rent Reduction Claim; and
5. April Property Claim.

Background & Evidence

The landlords told us that rent is \$1,128.00, due on the first day of each month. They corroborated this amount with records provided by B.C. Housing.

The tenants told us that rent is only \$550.00.

The landlords clarified that the tenants have, at times, had their rent payments subsidized by \$599.00, but that at a certain point (1 July 2022) the tenants failed to apply for further subsidization, and so they became responsible for the entire amount of the rent from that point on.

The landlords allege that from December 2021 the tenants have paid no rent at all. In January 2022, the landlords apprised the tenants of the balance owing. They then followed up with letters in May, June and July, apprising the tenants of rent owing. Twice in 2022 the landlords issued notices to end the tenancy for unpaid rent, but the tenants did not comply with these.

In January 2023, the landlords requested that the tenants supply information pertaining to their subsidy application. The landlords wrote to the tenants again in February 2023 about this issue.

The landlords support the amount of rent owing with a spreadsheet that they drafted, and with statements from managers confirming that the tenants have not paid any rent during their employment.

Since December 2021, the landlords told us that the only rent payments they have received from the tenants are as follows:

- \$550.00 in December 2022;
- \$550.00 paid twice (for a total of \$1,100) in May 2023; and
- \$525.00 in June.

The landlords also told us that they credited the tenants \$3,000.00 toward their outstanding rent, and, factoring in that credit, the total rent owing amounts to \$14,698.00 (from 1 December 2021 to 1 July 2023).

For their part, the tenants insist that they have always paid rent. But (they told us at the first hearing), they were not prepared to support this assertion with documentation because they have been away from their unit, and have not had access to their paperwork. Despite this, the tenants confirmed that they knew of the date of the first hearing. They did think about contacting the RTB the day before the first hearing to request an adjournment because they could not access their documents, but then decided not to do so.

The mother of the tenants [the 'Mother'] told us that sometimes she was present when the tenants paid rent, and that on those occasions the tenants paid \$550.00, except for June 2023, when they paid \$525.00. Other than this, the Mother could not tell us any details of when she witnessed these payments being made.

The tenants told us that their former partner [the 'Boyfriend'] kicked in the door of their unit [the 'Door'] in January. But the landlords never fixed the Door. Then someone broke into the unit (because of the broken Door) and stole all of the tenants' belongings. They conceded that the landlords do not have the tenants' belongings.

The tenants told us that they didn't know if they had any receipts for, or photo's of, these belongings. But they arrived at \$20,000.00 as the value of the belongings and of other expenses related to the broken Door.

For their part, the landlords believe that the Boyfriend lived with the tenants at the time he broke the Door, and so they told the tenants that it was their responsibility to have the Door fixed. They did, however, affix a padlock to the Door to secure the unit while awaiting repairs.

The tenants told us that the landlords repeatedly issued them notices-to-end-tenancy, and that this amounted to harassment and bullying. The landlords denied this, and asserted that they only issued five such notices to the tenants, over a period of years.

Analysis

We have considered all the statements made by the parties and the documents to which they referred me during this hearing. And we have considered all the arguments made by the parties.

What is the amount of rent that the tenants owe the landlords?

The landlords support their calculation of the rent owed with corroborating records.

The tenants, however, have no corroboration for their assertion that they have indeed been paying rent all this time. Other than one illegible copy of a bank draft pertaining to one month's rent, the tenants offered no records of payments.

We accept that the Mother was present for some rent payments that the tenants made, and find (based on the figures that the Mother recalled) that her recollection is consistent with the few rent payments that the landlords acknowledged that the tenants did make (*i.e.* December 2022, May & June 2023).

Weighing the corroborating documentation of the landlords against the mere assertion made by the tenants, we find it more probable that the tenants owe \$14,698.00, as alleged by the landlords.

As we already determined that the 10-day Notice was effective, section 55 (1.1) requires that, in these circumstances, we also order that the tenants pay the landlords unpaid rent, which we accept is \$14,698.00.

Did the landlords unlawfully increase the tenants' rent from \$550.00 to \$1,200.00?

We accept that the agreed-upon rent was probably \$1,128.00. The landlords were able to corroborate this amount, and the tenants had no corroborating documentation. The tenants bear the burden of making out their case, which they have not done. In the face of third-party records consistent with the landlords' statements, the mere assertions of the tenants are insufficient to convince us that rent was probably only \$550.00.

Therefore, we find that there was in fact no Rent Increase for the tenants to dispute. We dismiss this claim without leave to re-apply.

Should the tenants' rent be reduced by \$550.00?

The tenants argue that, because the landlords refused to repair the Door, their rent ought to be retroactively reduced by \$550.00.

Section 32 (3) of the Act reads, 'the tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.'

We accept that the Boyfriend was probably either living with the tenants when he broke the Door, or had been permitted on the residential property by the tenants, such that it was the duty of the tenants (and not the landlords) to repair the Door.

Accordingly, we dismiss the Rent Reduction Claim without leave to re-apply.

Are the tenants entitled to compensation in the amount of \$20,000.00 for robbery, harassment and bullying by the landlords?

This Harassment Claim is two-fold: one is that the landlords ought to be liable to the tenants for their personal property that was stolen after the Door was broken; two is that the landlords harassed and bullied the tenants by serving them with repeated notices-to-end-tenancy.

We have already found that the Door was the responsibility of the tenants to repair, and so if their personal property was stolen as the result of the broken Door, then that loss

results from the tenants' own failure to repair the Door. The landlords are not liable for any such loss.

We accept that the landlords issued the tenants five notices-to-end-tenancy over a period of years. The tenants offered no evidence to suggest that they received more notices than this, over a different time period. Presumably, had they received so many notices so as to rise to the level of harassment, the tenants would have these notices to submit to us. But they submitted no such corroborating evidence. And they offered no substantive argument as to how, otherwise, five notices over a period of years could amount to harassment or bullying.

The tenants bear the burden to prove their Harassment Claim (and its value), and they haven't fallen short of this. We dismiss the Harassment Claim without leave to re-apply.

Must the landlords return personal property belonging to the tenants?

The landlords deny having taken any of the tenants' personal property, and the tenants conceded this. Accordingly, we dismiss their April Property Claim without leave to re-apply.

Conclusion

We order that the tenants pay to the landlords \$14,698.00 for unpaid rent *per* section 55 (1.1) of the Act.

The landlords must serve this order on the tenants as soon as possible. If the tenants do not comply with our order, then the landlords may file this order in the Small Claims Division of the Provincial Court of British Columbia. Then the landlords can enforce our order as an order of that court.

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

Dated: 8 November 2023

Residential Tenancy Branch