

## **DECISION**

### **Introduction**

This hearing dealt with the Tenant's repeated Applications under the *Residential Tenancy Act* (the "Act") for:

- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement
- an order to suspend or set conditions on the Landlord's right to enter the rental unit
- authorization to change the locks to the rental unit
- an order allowing the Tenant to assign or sublet because the Landlord's permission has been unreasonably withheld
- a Monetary Order for the cost of emergency repairs to the rental unit
- an order regarding the Tenant's dispute of a rent increase by the Landlord
- an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided
- an order for the Landlord to provide services or facilities required by law

The Landlord acknowledged being served with the Tenant's hearing packages and evidence, delivered in person on December 13 and December 20, 2023, and on January 16, 2024. The Landlord confirmed they did not provide any evidence in response to this application.

### **Preliminary Matters**

*Residential Tenancy Branch Rules of Procedure*, Rule 2.3 says the Arbitrator may sever or dismiss the unrelated disputes contained in a single application with or without leave to apply.

The following issues are dismissed with leave to reapply:

- an order to suspend or set conditions on the Landlord's right to enter the rental unit
- authorization to change the locks to the rental unit
- an order allowing the Tenant to assign or sublet because the Landlord's permission has been unreasonably withheld
- a Monetary Order for the cost of emergency repairs to the rental unit

- an order regarding the Tenant's dispute of a rent increase by the Landlord
- an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided
- an order for the Landlord to provide services or facilities required by law

I am exercising my discretion to dismiss these issues identified in the application with leave to reapply as these matters are not related. Leave to reapply is not an extension of any applicable time limit.

## **Issues to be decided**

Is the Tenant entitled to a Monetary Order for damage or loss under the Act, regulation or tenancy agreement?

Is the Tenant entitled to an order requiring the Landlord to comply with the Act, regulation or tenancy agreement?

## **Facts and Analysis**

This tenancy started on July 1, 2010, with a monthly rent of \$641.73 due the first day of each month, and with a security deposit of \$297.50 and pet damage deposit of \$297.50.

The Tenant claims \$15,000.00 in compensation for the Landlord's misconduct during this tenancy. The Tenant claims the Landlord has been disrespectful and made harmful comments about the Tenant's disability. The Landlord denies making any negative or derogatory comments to the Tenant.

The Tenant purchased and installed laundry machines in the rental unit after the tenancy began. The Tenant claims they require in unit laundry because they have difficulty going down the stairs into the building laundry facility. The Tenant claims the Landlord is harassing them by asking them multiple times to remove the laundry machines. The Tenant provided a letter from the Landlord regarding the laundry machines as evidence to support their claims.

The Landlord testified that the Tenant installed laundry machines to their kitchen without the Landlord's knowledge or consent. The Landlord sent a written notice to remove the laundry machines to the Tenant on November 16, 2023, as their installation is a breach of the tenancy agreement and is a safety hazard due to overloaded electrical circuits.

On December 18, 2023, the Landlord gave the Tenant a written request for access to the rental unit for the purpose of confirming the Tenant had complied with the notice to remove the machines. The Tenant denied access and refused to remove the machines.

The Landlord denies harassing the Tenant in any way. The Landlord claims these few communications regarding the washer and dryer are related to the tenancy and compliance with the health and safety standards of the rental unit and building.

The Tenant requests an Order for the Landlord to comply with the tenancy agreement by preventing other tenants from smoking in the building. The Tenant claims the Landlord has failed to enforce the no smoking rules in the building. The Tenant admitted they smoke marijuana in the rental unit but seek enforcement against other tenants in the building who smoke cigarettes.

The Landlord testified that they have given written notices to other tenants about the no smoking rules and are taking action to enforce these rules.

**Is the Tenant entitled to a Monetary Order for damage or loss under the Act, regulation or tenancy agreement?**

Section 67 of the Act says that if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may order that party to pay compensation to the other party.

To be awarded compensation for a breach of the Act, the tenant must prove:

- the landlord has failed to comply with the Act, regulation or tenancy agreement
- loss or damage has resulted from this failure to comply
- the amount of or value of the damage or loss
- the tenant acted reasonably to minimize that damage or loss

Based on the testimony and evidence of both parties, I find the Tenant has failed to prove the Landlord breached the Act, regulation, or tenancy agreement. The Tenant did not provide any supporting evidence for their claims about the Landlord's misconduct. On a balance of probabilities, I do not find it likely that the Landlord has made negative comments to the Tenant about their disability.

The Landlord's written communication regarding the washer and dryer in the Tenant's rental unit are professional and clearly directly related to the tenancy. The Landlord is permitted to communicate with the Tenant about matters related to the tenancy and compliance with the terms. The Landlord has acted reasonably to address a breach of the tenancy agreement and the safety concerns associated with that breach. I find this is not harassment and is not a breach of any part of the Act, regulation, or tenancy agreement.

The Tenant further failed to provide any evidence or clear testimony to prove the value of their loss. The tenant claims \$15,000.00, but did not provide invoices, receipts, or give any clear indication of how they calculated the value of their loss. The Tenant seems to have assigned an arbitrary value for this claim.

For these reasons, I find the Tenant has failed to prove their claim for \$15,000.00 in compensation. The Tenant's application a monetary order for damage or loss under the Act, Regulation, or tenancy agreement is dismissed, without leave to reapply.

**Is the Tenant entitled to an order requiring the Landlord to comply with the Act, regulation or tenancy agreement?**

Section 62 of the Act states that an arbitrator may make an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies.

The Tenant claims the Landlord has failed to enforce no smoking rules in the rental building. During the hearing, the Tenant admitted that they themselves have breached this term of the tenancy by smoking medical marijuana in their rental unit. The Tenant seeks enforcement of the rule against other tenants in the building but not themselves.

I am satisfied by the Landlord's testimony that they are taking action to enforce the building rules and tenancy terms with regard to smoking inside the rental units. I find the Tenant has failed to prove the Landlord has breached any part of the Act, regulation, or tenancy agreement.

For these reasons, the Tenant's application for an Order for the Landlord to comply with the Act, regulation, or tenancy agreement is dismissed, without leave to reapply.

**Conclusion**

The Tenant's application is dismissed in its entirety.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: March 20, 2024

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Residential Tenancy Branch