DECISION

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution (Application) under the Residential Tenancy Act (the Act) for:

- $12,515.45 in compensation for monetary loss or other money owed.

This hearing also dealt with the landlord's Application under the Act for:

- $31,722.28 in compensation for monetary loss or other money owed; and
- $100.00 for recovery of their filing fee.

Tenant M.N. and their advocate O.L attended the hearing on October 3, 2025, for the tenant.

Landlord D.D. attended the hearing on October 3, 2025, for the landlord.

A Japanese interpreter and a Mandarin Interpreter, both contracted by the Residential Tenancy Branch (Branch), also attended the hearing.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence

The service information confirmed at the first hearing on June 20, 2025, is set out in the Interim Decision issued that same date. For the sake of brevity, I will not repeat those facts and findings here. As a result, that Interim Decision, along with the Interim Decisions issued on September 5, 2025, and September 26, 2025, should be read in conjunction with this decision.

At the reconvened hearing on September 5, 2025, I confirmed with the parties that they had complied with the Orders I made in the June 20, 2025, Interim Decision regarding re-service of their documents and evidence in relation to the tenant's Application.

As permitted in the June 20, 2025, Interim Decision, the landlord filed a cross-Application during the adjournment between the first and second hearing. Although there was a dispute between the parties about what the tenant received in relation to this cross-Application, I was satisfied by the documentary evidence provided by the landlord that all but two things were sent to the tenant by email. I ordered the landlord to re-send these things to the tenant during the hearing and granted a brief recess for the

tenant and their Advocate to search for the original email and to review the evidence re-sent by the landlord during the hearing. After the recess the tenant and their advocate still denied receipt of the original email, arguing that maybe it was not delivered due to a full mailbox, but they acknowledged receiving and being able to view the evidence emailed to the tenant during the hearing.

As I was satisfied that the landlord had properly served their evidence and Proceeding Package on the tenant as ordered, and the tenant and their Advocate now had a copy before them for review, I therefore accepted their cross-Application and evidence for consideration. However, I did exclude the two things before me that were not served on the tenant as part of this email.

The hearing was then adjourned without hearing any substantive matters for either Application due to time constraints. The parties were provided no further opportunity to submit or serve evidence for my consideration or to file amendments, joiners, or cross-Applications.

Preliminary Matters

The tenant argued that emails submitted by the landlord from the municipality regarding the disposal of items belonging to the tenant from a boulevard should be excluded. They stated that these emails are a breach of their privacy and should not have been disclosed to the landlord by the municipality. The landlord disagreed stating that they should be accepted as they show that the tenant intentionally submitted only part of the communications between themselves and the municipality with the intention to mislead me.

As set out in section 75 of the Act, the rules of evidence do not apply to dispute resolution proceedings. I may therefore admit as evidence, whether or not it would be admissible under the laws of evidence, any oral or written testimony or any record or thing that I consider to be necessary, appropriate, and relevant to the dispute resolution proceeding.

While I appreciate the tenant's position, I find the emails between them and the municipality regarding the disposal of the tenant's belongings relevant to the dispute resolution proceeding. I also find it both appropriate and necessary to accept them for consideration, regardless of how they were obtained by the landlord, as the tenant has sought compensation from the landlord for the disposal of these possessions by the city. I also find it necessary to review the full email chain to assess the landlord's argument regarding the tenant's credibility.

Issues to be Decided

Is the tenant entitled to $12,515.45 in compensation for monetary loss or other money owed?

Is the landlord entitled to $31,722.28 in compensation for monetary loss or other money owed?

Is the landlord entitled to recover their filing fee?

Background and Evidence

A substantial amount of documentary evidence was submitted by the parties. A substantial amount of testimony, submissions, and arguments were also provided over the four hearings totalling more than seven and a half hours of hearing time. While I have done my best to succinctly summarize the nature of the evidence submitted, and the arguments and submissions made, not all evidence and testimony will be explicitly summarized or referenced. While I have reviewed all evidence accepted for consideration, including testimony, I will refer only to what I find relevant for my decision.

The tenant sought $12,515.45 in compensation as follows:

- $1,200.00 for unlawful entries;
- $80.00 for loss of use of laundry;
- $50.00 for failing to repair and maintain the kitchen sink;
- $5,500.00 for loss of quiet enjoyment;
- $3,000.00 for mental distress;
- $2,000.00 for unlawful disposal of their possessions;
- $500.00 for invasion of their privacy;
- $170.00 for moving costs; and
- $15.45 for registered mail costs.

The landlord denied responsibility for any of the above costs and filed a cross-Application seeking $31,822.28 in compensation from the tenant as follows:

- $5,500.00 for the loss of quiet enjoyment suffered by other occupants of the rental unit;
- $3,000.00 for emotional distress;
- $2,000.00 for interference with lawful access and showings;
- $21,105.00 for lost consulting time/income;
- $117.28 for filing and service costs; and
- $100.00 for recovery of the filing fee.

The tenant denied responsibility for any of these costs.

The tenant rented a room in a rental unit where other occupants also rented rooms from the landlord. Although all occupants of the rental unit had separate tenancy agreements and separate rooms, they shared common space. Although there was no dispute that the tenant and several other people who occupied the rental unit at various points throughout the tenancy did not get along, the parties disagreed about who was responsible for this. The tenant and their Advocate argued that the other occupants and landlord were harassing and disturbing the tenant. The landlord disagreed stating that is the tenant who was harassing and disturbing the other occupants of the rental unit, ultimately resulting in many complaints and the premature end to several fixed term agreements. The landlord submitted written email and text complaints and communications from three occupants who shared common space with the tenant during their tenancy, M.S., E.E., and Z.C.

M.S characterized the tenant as repeatedly aggressive, manipulative, and racially inappropriate. They stated that the tenant would often turn on the shower and exhaust fan late at night, even when not in use, to be intentionally disruptive, and take over shared spaces for extended periods. They referenced an event that occurred on September 4, 2022, where the tenant followed them to their room yelling at them, and held their door open, because they had tidied up. They stated that this left them scared and traumatized, forcing them to be picked up by a friend to stay at their place overnight. They stated that they raised this with the landlord, and that after the tenant was served with a notice to end tenancy, their behavior only worsened. They stated that they ended their tenancy 8 months early because of the tenant's behaviour. They stated that during their 8 month tenancy the landlord was helpful and responsive, and that they attempted to mediate when needed, taking appropriate action when necessary.

E.E. stated that they shared common space with the tenant for two months, and that during that time the living environment was challenging with many disruptions including late night use of the kitchen and bathroom and excessive occupation of shared space. They stated that the landlord constantly made efforts to address these issues calmly and respectfully, and that after the tenant vacated, their tenancy continued without issue until the end of its term. E.E. characterized the landlord as fair and as someone who took their obligations as a landlord seriously.

The landlord submitted a series of email complaints about the tenant from M.S between August 12, 2022 - December 1, 2022, as well as copies of text messages between the tenant and M.S, photographs of the tenant's use of the rental unit, and copies of notes between the tenants sharing common space. In a note I am satisfied was written by the tenant, they told M.S. not to invite men over, and to remove their air fryer from the kitchen.

The landlord submitted email complaints from Z.C., another occupant of the unit, who move in on January 1, 2023. They stated that the tenant unfairly monopolized common

space, yelled at them, tried to snatch their phone out of their hand, and hit them with both the fridge door and the bathroom door. They also submitted copies of text messages between Z.C. and the tenant. On January 11, 2023, Z.C. sent an email to the landlord stating that they wish to end their tenancy at the end of January 2023 or February 2023, due to the tenant's behavior as they feel unsafe and cannot get enough sleep, leading to a lack of focus, migraines and tachycardia.

The landlord argued that the tenant's behaviour created a stressful and hostile environment, directly impacting their ability to manage the property peacefully. They stated that their need to repeatedly be involved with the escalating conflict between the tenant and the other occupants of the rental unit resulted in significant strain, emotional distress, frustration, lost rental income, anxiety, and a loss of time from their consulting work.

The tenant and their Advocate denied the allegations made about the tenant by the landlord. M.S., E.E., and Z.C. They argued that it is the tenant who was being aggressively attacked, intimidated, and disturbed by the other occupants of the rental unit. They stated that another occupant K.W. had a positive relationship with them and vacated the rental unit due to issues with the landlord, not them. They submitted copies of correspondence between them to this effect. They accused the landlord of unfairly siding with the other occupants and failing to take their complaints and concerns seriously. They also accused the landlord of:

- physically assaulting the tenant on April 7, 2023;
- screaming at the tenant on December 4, 2022;
- failing to properly repair and maintain a sink in the rental unit;
- breaching a material term of the tenancy agreement by unreasonably restricting access to the laundry facilities;
- invading the tenant's privacy by taking unauthorized pictures of their possessions;
- entering the common areas of the rental unit without proper notice on 24 occasions, and knocking on their door on one occasion;
- failing to comply with the Act regarding the scheduling and completion of condition inspections; and
- improperly disposed of the tenant's abandoned possessions.

The landlord denied these allegations. With regards to the sink, they stated that it was repaired quickly after the issue was reported. With regards to the laundry facilities, they stated that the laundry room was temporarily restricted for safety reasons while the dryer was being repaired and replaced. They denied assaulting the tenant verbally or physically. They also denied entering the rental unit without authorization stating that on all occasions they had either given proper notice or the entries had been agreed to by the tenant or other occupants. They also argued that they do not need to give notice to accesses common areas of the property which are shared.

With regards to the disposal of the tenant's possessions, the landlord stated that they did not touch any of the tenant's things. They stated that when the time for the move-out

inspection was approaching, they attended the rental unit and found that the tenant had already vacated to head to the airport, leaving their friend M behind to move out their things. As there was another tenant moving into the unit that day, they stated that the tenant's possessions needed to be removed, and that as a result, M removed them, later leaving some of them behind on the boulevard several houses away. The tenant and advocate argued that these possessions were effectively abandoned by the tenant in the rental unit and therefore the duty of care set out in the Act and regulations applied to them. The tenant stated that although they had arranged for their friend M and some movers to remove some of their possessions, they intended to leave some of them behind in the rental unit until they returned from their trip. They stated that M should never have removed these items, as they were not instructed by the tenant to do so, and only did so under duress as they were advised to remove them by the landlord. As a result, they argued that the landlord is responsible for what happened to them after they were left on the boulevard because the tenant's movers were either delayed or unavailable. Although they accused the landlord of calling the municipality about these belongings to have them disposed of, the landlord denied this stating that it was a neighbour.

The landlord submitted emails from the municipality about the tenant's possessions and argued that not only did the tenant grant the municipality permission to dispose of them after they had already been held, despite policy, for a period, but also that the tenant had attempted to mislead me about this by submitting only a portion of these communications. The tenant argued that these were private communications that should not have been released to the landlord by the municipality. They also argued that there had been a misunderstanding or miscommunication between themselves and the municipality as they never intended for their possessions to be disposed of.

Both parties argued that the above noted issues caused them significant stress, physical and emotional harm, and damage for which they should be entitled to monetary compensation.

Analysis

When two parties to a dispute provide equally possible accounts of events or circumstances related to a dispute, the party with the burden of proof is responsible for providing evidence over and above their testimony to prove their claim. In this case, the parties bear the burden of proof on a balance of probabilities in relation to their own claims.

Legislation

Section 7 of the Act states that if a landlord or tenant does not comply with the Act, regulations, or their tenancy agreement, the non-complying party must compensate the other party for any damage or loss that results. It also states that the party claiming the loss must do whatever is reasonable to minimize the damage or loss.

Section 67 of the Act states that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

Section 27(1) of the Act states that a landlord must not terminate or restrict a service or facility if the service or facility is essential to the tenant's use of the rental unit as living accommodation or providing the service or facility is a material term of the tenancy agreement. Section 27(2) of the Act sets out the notice and compensation requirements where a landlord terminates or restricts a service or facility other than as set out above.

Section 28 of the Act states that a tenant is entitled to quiet enjoyment including, but not limited to, rights to reasonable privacy, freedom from unreasonable disturbance, exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 29, and use of common areas for reasonable and lawful purposes, free from significant interference.

Is the tenant entitled to $12,515.45 in compensation for monetary loss or other money owed?

The tenant and their advocate sought $12,515.45 in compensation from the landlord under various sections of the Act. For the following reasons, I dismiss these claims without leave to reapply. Nothing before me from the tenant satisfies me that the landlord tampered with, stole or withheld the tenant's mail as alleged. The tenant's arguments in this regard appear to be entirely speculative in nature. I also do not find the landlord responsible for moving and storage costs as nothing before me satisfies me that the landlord breached the Act with regards to how or when the tenancy ended.

Although the tenant sought compensation for items allegedly lost or improperly disposed of by the landlord, I am satisfied that it was the tenant's friend(s), and not the landlord, who are responsible for their removal from the rental unit and their subsequent abandonment on the boulevard several houses away. While landlords do have a duty of care under the Act and regulations with regards to possessions abandoned by tenants in a rental unit or on the residential property rented, nothing was left behind or abandoned in the rental unit or on the residential property. All the tenant's possessions were removed either by the tenant, or persons they designated to remove possessions from the rental unit on their behalf. As a result, the landlord did not fail in their duty of care with regards to abandoned property, as there was no abandoned property to care for.

As set out in section 12(6) of the regulations, tenants are required to vacate the residential property by 1:00 p.m. on the day the tenancy ends, unless otherwise agreed. As a result, I find that the tenant was required to remove all their possessions from the rental unit and the residential property on which the rental unit is located, by 1:00 p.m. on April 30, 2023, the date the tenancy ended. The tenant chose to go to the airport without having removed all their possessions from the rental unit at the end of their tenancy. The tenant chose to leave their friends and movers in charge of the safe

removal, storage, and transfer of their possessions at the end of their tenancy. The fact that the tenant is dissatisfied with how their possessions were removed and treated by the friends, movers, and the municipality, is between the tenant, their friends, their movers, and the municipality, not the tenant and the landlord.

Although the tenant accused the landlord of breaching their privacy by taking photos of their personal belongings and entering the rental unit without proper notice, I do not find this to be the case. All photographs taken by the landlord are in common areas of the rental unit where I find that the tenant had no reasonable expectation of privacy. The tenant's own evidence also demonstrates that on multiple occasions the landlord either gave written notice, or the tenant gave the landlord permission to enter when it was requested by the landlord. The landlord also stated that entries to the common areas were agreed to by other occupants of the unit, and that they therefore did not need the tenant's permission or to provide the tenant with written notice. I agree. As set out in section 29(1)(a) of the Act, a landlord may enter when a tenant gives them permission either at the time of entry, or not more than 30 days before. As the tenant shared common space with other occupants, those occupants were entitled to give the landlord permission to enter the common areas. The landlord was also not required to give written notice where the tenant, or another occupant, agreed to the entry in compliance with section 29(1)(a) of the Act.

Although the other occupants of the rental unit were not permitted to grant the landlord access to the room rented by the tenant for their exclusive use, I am not satisfied that this occurred. I am also not satisfied by the tenant that the landlord unlawfully entered their room without having either given notice or receiving permission from the tenant for the entry. Although the tenant argued that this was the case, the landlord denied this and I do not find any of the evidence before me from the tenant to substantiate that this occurred, even on the low burden of proof that is a balance of probabilities.

While I am satisfied that the landlord temporarily restricted access to the laundry room, I find that this restriction was temporary and necessary so that the dryer could be repaired or replaced. As a result, I do not find that it constitutes a basis for a claim by the tenant for monetary compensation for loss of use or quiet enjoyment. I make the same finding in relation to the sink, which I find was repaired by the landlord reasonably quickly.

As set out in Residential Tenancy Policy Guideline (Guideline) 6 temporary discomfort or inconvenience does not constitute a basis for a breach of the entitlement to quiet enjoyment. In determining whether a breach of quiet enjoyment has occurred, it is necessary to balance the tenant's right to quiet enjoyment with the landlord's right and responsibility to maintain the premises. The tenant has also failed to satisfy me that access to free laundry was a material term of the tenancy agreement.

Having made the above findings, I will now turn to the tenants claims for compensation for loss of quiet enjoyment and mental distress. The tenants' arguments focussed primarily on what they alleged was inappropriate behaviour towards them from other

occupants of the rental unit and the landlord's inappropriate response to it. The tenant also alleged inappropriate behaviour on the part of the landlord, including causing them injury.

Overall, I find the evidence submitted by the landlord more compelling than the evidence submitted by the tenant with regards to what went on during this tenancy and the landlord's response. I find the statements, emails, and text messages of three people who resided in the rental unit with the tenant at various points during the tenancy particularly compelling. All three of these former occupants, who were tenants of the landlord under different tenancy agreements but shared common space in the rental unit with the tenant, said similar things about the aggressive and disruptive behaviour of the tenant. Although the tenant submitted copies of communications between them and K.W., another former occupant of the unit, these communications indicating that they and K.W. get along and that K.W. did not like the landlord do not outweigh the substantial evidence before me from the landlord regarding the tenant's behaviour and conduct.

I do not find the letter from their college student health services or college counsellor to be reliable corroboratory evidence of what occurred at the rental unit, as it is simply a recitation by these people of what the tenant told them. It is not based on independent investigation or observation, such as a medical assessment of actual injuries, and none of these people were ever present in the rental unit, unlike the former occupants who submitted witness statements in favour of the landlord. What the tenant's service providers say the tenant told them is not evidence demonstrating that what the tenant told them is accurate.

I am also satisfied that the tenant intentionally attempted to mislead me by submitting only a portion of their communications with the municipality about their abandoned possessions, which calls their credibility into serious question.

Based on the above, I therefore find it more likely than not that it was the tenant who was behaving inappropriately during the tenancy, and causing disturbances to the other occupants of the rental unit. Even if this were not the case, the evidence submitted by both parties satisfies me that the landlord was responsive both to the complaints of the tenant and the complaints of the other occupants. While it is clear to me that the tenant and the three other occupants who shared common space with the tenant at various points during their tenancy did not get along, this is not the landlord's fault. As set out in Guideline 6, a landlord can only be held responsible for the actions of other tenants if it can be established that the landlord was aware of a problem and failed to take reasonable steps to correct it. I do not find that to be the case here. I find that the landlord responded reasonably and diligently to things complained about by the tenant as well as the other occupants. The fact that the tenant found the complaints made by the other occupants against the tenant to be credible, is not grounds for a claim for loss of quiet enjoyment. As a result, I do not find the landlord responsible for the ongoing disputes between the tenant and the other occupants of the rental unit or responsible for any loss of quiet enjoyment or mental distress suffered by the tenant as a result.

Finally, the costs incurred by the tenant to serve things on the landlord is not recoverable under the Act. Parties are required to serve things as part of the dispute resolution process and shall bear the costs of such service.

Is the landlord entitled to $31,722.28 in compensation for monetary loss or other money owed?

The landlord sought $31,722.28 in compensation from the tenant for monetary loss or other money owed. For the following reasons, I also dismiss this claim, in its entirety, without leave to reapply.

I am satisfied, as set out above, that the tenant caused disturbances to at least three other occupants of the rental unit. However, the landlord is not entitled to compensation from the tenant for any loss of quiet enjoyment suffered by those occupants, as the loss was suffered by the occupants, and not the landlord. If those occupants believe that the landlord failed in their duty to protect their right to quiet enjoyment, then they can file a claim with the Branch to that affect if the statutory time limit for doing so has not passed. Those occupants could also file claims against the tenant in the proper forum, which is not the Branch, as the Branch does not hear disputes between tenants. However, the landlord is not entitled to co-opt any loss suffered by their other tenants for their own financial gain.

I also do not find the tenant to be responsible for the amounts sought for emotional distress and lost consulting income. Landlords do not have a right to quiet enjoyment under the Act and while I appreciate the landlord's frustrations regarding the ongoing disputes between the tenant and the other occupants of the rental unit, dealing with complaints is part of the job of being a landlord. They are therefore not entitled to compensation for having to do it, however disruptive and inconvenient they may find it to their life and other work. Although I also understand the considerable time and expense required to prepare for and attend dispute resolution proceedings, the landlord is not entitled to any compensation from the tenant for having to attend and participate in the hearings or to prepare for them. The tenant was entitled under the Act to file their claims and therefore did not breach the Act in doing so.

Although I find it likely that the landlord lost out on rental income due to the premature departure of several other occupants of the rental unit due to the tenant's behaviour, they have not provided anything to substantiate the amount of loss suffered, if any. Other than the accounting of their lost consulting wages, which I have already dismissed the landlord's claim for, they have not submitted any accounting of how they reached the amounts claimed, which is a requirement for compensation to be granted.

Finally, I also dismiss the landlord's claim for recovery of "filing and service costs" for the same reason I dismissed the tenants claim for these same things.

Is the landlord entitled to recover their filing fee?

Recovery of the filing fee is at my discretion. As the landlord was not successful in their Application, I dismiss their claim for recovery of the filing fee from the tenant under section 72(1) of the Act without leave to reapply.

Conclusion

I dismiss both Applications, in their entirety, without leave to reapply.

This decision has been rendered more than 30 days after the close of the proceedings, and I sincerely apologize for the delay. However, section 77(2) of the Act states that the director does not lose authority in a dispute resolution proceeding, nor is the validity of a decision affected, if a decision is given after the 30-day period in subsection (1)(d). As a result, I find that neither the validity of this decision, nor my authority to render it, are affected by the delay.

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

Dated: November 4, 2025

Residential Tenancy Branch