



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NPR LIMITED PARTNERSHIP aka NPREIT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MNDC, FF

Introduction

The tenant applies to cancel a ten day Notice to End Tenancy and for an award of damages for what she considers to be the landlord's harassment and lack of consideration for her and for other tenants in the building.

The matter of the Notice was resolved prior to hearing.

Issue(s) to be Decided

Does the relevant evidence show on a balance of probabilities that the tenant is entitled to any relief?

Background and Evidence

The rental unit is a studio apartment in a 109 unit apartment building. The tenancy started in December 2010. The present landlord assumed responsibility for the tenancy in September 2012. There is no written tenancy agreement. The monthly rent is \$565.00 and the landlord holds a \$282.50 security deposit.

The tenant is upset that the landlord issued her a Notice to End Tenancy for unpaid rent when, in fact, the tenant's rent cheque had been sent to the landlord. The tenant says that many other tenants in the buildings also received Notices to End Tenancy inappropriately and that it caused a considerable amount of stress among them.

The tenant testifies that she was particularly inconvenienced by the landlord's efforts to install a new door and lock on her apartment. The installation appears to be part of a project by the landlord to change all the front doors in the apartment building. As a result, there were a number of general notices issued to tenants regarding the work and then more particular notices when individual doors were been changed. The tenant

feels that she had to change her Christmas holiday plans because a notice from the landlord indicated that new keys for the tenants would be available between November 27 and 30th.

The tenant describes her biggest issue as being comments made by the landlord's manager. When the tenant tried to address her various issues with the manager, she alleges she was told that she needed to move. This comment has caused her upset she says, because the manager "Kelly" had told her before that if she had any trouble with other tenants the landlord had ways (meaning to imply "extrajudicial" ways) to get rid of problem tenants.

The tenant also complains that the landlord provided her with a key for her new door but the key could not be copied so that she might have a spare key. That issue has apparently been resolved by the intervention of someone from the Residential Tenancy Office.

The landlord's representative Ms. M. responded very briefly. It had been agreed at the start of the hearing that the tenant could pay her rent by depositing it in cheque form in the mail slot in the office door located in the apartment building on or before the rent due day each month.

Analysis

As explained at hearing, this dispute resolution process does not contemplate "class actions" on behalf of groups of tenants and so I will not deal with the tenant's complaints about the effect of landlord actions on other tenants in the building.

I make no determination about whether or not the tenant's April rent had been received by the landlord on or before April 1st and whether or not the Notice was a proper one. The Notice is no longer in effect and so the question is "moot;" the answer to it serves no practical purpose.

I have listened carefully to the tenant's evidence regarding the door replacement and, though the landlord may have been a bit inept in dealing with the tenants, having regard to the size of the project, it appears from the evidence before me that it was carrying out the renovation in good faith and with a view to keeping tenant inconvenience at a minimum. I am not persuaded that the landlord refused or would have refused to accommodate any tenant, including the applicant, in scheduling the work or scheduling an alternative date for key pickup.

Regarding the issue of eviction threats, the dispute resolution process under the *Residential Tenancy Act* is there for the tenant, to ensure that she can challenge any attempt to evict her and require the landlord to show good cause.

Conclusion

Subject to the comment above regarding rent payments at the apartment building office, the tenant's application is dismissed.

This decision 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 02, 2013

Residential Tenancy Branch

