



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OLC, O, MNDC

### Introduction

The tenant applies to cancel a one month Notice to End Tenancy dated May 8, 2016, for an order that the landlord comply with the law or the tenancy agreement and for other, unspecified relief. By an amendment to her claim the tenant also seeks a monetary award claiming that the landlord failed to repair a furnace and that she has been harassed, bullied and discriminated against.

At the hearing it was determined that the tenant intends to vacate the premises at the end of June 2016. As a result it would not be in her best interests to have the Notice cancelled. It would result in a continuing of the tenancy and expose her to an obligation to pay rent for July 2016. The tenant withdrew her claim to cancel the Notice.

It was agreed that the landlord will have an order of possession for June 30, 2016. It was agreed that as the tenancy was ending shortly, an order that the landlord comply with the law or the tenancy agreement was no longer important.

The sole claims remaining are that the furnace was shut off for an inordinate period and that the tenant has suffered harm as the result of harassment, bullying and discrimination.

Both parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

### Issue(s) to be Decided

Does the evidence presented during the hearing show on a balance of probabilities that the landlord has failed in his obligation to provide heat to the premises and that the tenant has suffered loss or inconvenience as a result? Does the evidence show that the

landlord has failed in his obligation to protect the tenant's right to quiet enjoyment under s. 28 of the *Residential Tenancy Act* (the "Act") and more particularly the tenant's right to protection from unreasonable disturbance of any kind?

### Background and Evidence

The rental unit is a rooming house containing twelve units. The tenant shares cooking and bathroom facilities with the other occupants. This tenancy started in late September or early October 2014. The current monthly rent is \$400.00, due on the first of each month. The landlord holds a \$200.00 security deposit. There appears not to be any written tenancy agreement.

The tenant testifies that during the first month of his tenancy, her co-tenants Mr. A.L. and Ms. M.M. were constantly fighting. He complained to the landlord but the landlord told him to ignore them.

He says that Mr. A.L. works for the landlord and that he bullied the tenant. He was very concerned that the bullying would become physical. He says that he sent text messages to the landlord about the bullying but that he could not retrieve them for this hearing.

Mr. K.N. testified for the tenant. He's been a tenant in the building since December 2015. He says the furnace for the premises stopped working December 24, 2015. The landlord bought heaters for the hallways but not for each bedroom or the kitchen. He says the furnace hasn't worked since.

Mr. K.N. says he's seen the landlord scream at the tenants and has seen other tenants approach the applicant tenant in an aggressive manner.

The landlord testifies that the furnace broke on December 22. He brought in repairmen but the repair was ineffective, with heating power reduced to 65% to 70% of normal. He immediately bought four large heaters for the premises. He says the tenant never complained until now.

Regarding the bullying allegations he says they all arose back in 2014.

He says that he is at the premises three or four times a week. It is a raucous house and the tenants fight "like cats and dogs." He has seen the tenant hanging out smoking and drinking with Mr. A.L..

He says that he himself lived in the building for three months and considered the tenant to be “belligerent” though no particular incidents were referred to as a basis for his opinion.

He has told the tenant to either ignore Mr. A.L. and Ms. M.M. fighting or call the police. He says the tenant is a “drama queen” and is making a mountain out of a molehill.

Mr. A.L. testifies that he does not bully the tenant. He says the tenant is six foot six inches tall and has a military background, while he is five foot eight inches and is terminally ill with HIV AIDS. He says that he is now clean from a methamphetamine addiction and the tenant is mad because he no longer supplies her with that drug.

He says that he and the tenant are friends then enemies then friends again.

It was noted that while Mr. A.L. was testifying at this telephone hearing, the tenant walked into the room he was calling from.

Mr. A.L. says the heat in the building was off for five days but that the tenant has a portable heater in her room.

Mr. V.D testifies that he’s been a tenant in the building for eight years. Though he is often away, he has seen the tenant and Mr. A.L. and Ms. M.M. fight and then act as friends again.

Ms. M.M. testifies about her general opinion of the tenant. I consider such opinion evidence to be of no value regarding this dispute.

Mr. M.E., a tenant since May 2015, testified about various slights and wrongs he thinks the tenant has committed against him.

### Analysis

Regarding the furnace, it is clear that the furnace failed late in the year 2015. It is clear that the landlord attended to repair in a timely manner and when the repair proved insufficient he provided the premises with heaters.

It is quite possible that the tenant suffered some inconvenience as a result, but she has not given any evidence from which I can conclude that she suffered any significant inconvenience or loss of heat. There was no evidence about whether the temperature fell below a reasonable level and there was no evidence about the tenant needing

taking any steps or incur expenses to supplement the heat in her room or the common areas.

As a result I am unable to say that the tenant suffered loss or inconvenience as a result of the furnace failure and I must dismiss this item of the claim.

In regard to the tenant's claims of harassment and bullying, after a consideration of all the evidence, I find that the situation in the premises is equally consistent with general squabbling among the tenants as it is with the bullying and harassing scenario claimed by the tenant.

There is no evidence upon which I can determine that the tenant has been discriminated against by the landlord in any way, on any basis.

In result, the tenant has not proved her claims regarding bullying, harassment or discrimination and I dismiss them.

### Conclusion

This tenancy will end June 30, 2016. By agreement the landlord will have an order of possession for then. The claim for a compliance order is no longer important. The balance of the tenant's claim 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: June 10, 2016

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Residential Tenancy Branch