



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MEICOR PROPERTY MANAGEMENT  
INC and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC, FFT

### Introduction

This teleconference hearing was scheduled in response to an application by the Tenant under the *Residential Tenancy Act* (the “*Act*”) for an Order for the Landlord to comply with the *Act*, *Residential Tenancy Regulation* (the “*Regulation*”) and/or tenancy agreement, and for the recovery of the filing fee paid for the Application for Dispute Resolution.

The Tenant and two agents for the Landlord (the “Landlord”) were present for the duration of the teleconference hearing. The Landlord confirmed receipt of the Notice of Dispute Resolution Proceeding package and a copy of the Tenant’s evidence. The Tenant confirmed receipt of a copy of the Landlord’s evidence. Neither party brought up any issues regarding service.

All parties were affirmed to be truthful in their testimony and were provided with the opportunity to present evidence, make submissions and question the other party.

### Issues to be Decided

Should the Landlord be ordered to comply with the *Act*, *Regulation* and/or tenancy agreement?

Should the Tenant be awarded the recovery of the filing fee paid for the Application for Dispute Resolution?

### Background and Evidence

While I have considered the relevant documentary evidence and testimony of both parties, not all details of the submissions are reproduced here.

The parties were in agreement as to the details of the tenancy which were also confirmed by the tenancy agreement submitted into evidence. The tenancy began on March 1, 2017. Current monthly rent is \$906.00, and a security deposit and pet damage deposit were paid in the amount of \$425.00 each.

The Tenant provided testimony regarding events that occurred on the residential property in March 2019. She stated that on March 21, 2019 she returned to the property in her car and another occupant yelled at her for crossing over into his parking spot when exiting her vehicle. The Tenant described the incident as a verbal assault and stated that it was very upsetting.

The Tenant stated that she wrote a letter to the Landlord to inform them of what occurred. In the letter, which was submitted as evidence, the Tenant requests that the Landlord takes steps to ensure her right to quiet enjoyment of the property.

On March 22, 2019 the Tenant stated that she received a phone call from the building manager which she assumed was in response to her letter. However, the manager informed her that the occupant had called regarding the incident the previous day. The Tenant stated that the manager provided the occupant an additional neighbouring parking spot to provide him with more room.

The Tenant stated later on March 22, 2019 she returned to the residential property only to go out again a few hours later to find a flat tire. She noted that both the tow truck company and tire shop informed her that her tire had been slashed. The Tenant stated that although she did not see who did this to her tire, she has reason to believe it was the occupant who had yelled at her the day prior.

The Tenant stated that her daughter wrote a second letter to the Landlord on March 24, 2019. This letter was also included in evidence. The Tenant stated that they filed a police report regarding the tire slashing. She testified that she provided the police file number and photos of the tire to the Landlord, both of which were also submitted as evidence.

The Tenant noted that she has been provided a different parking space that is away from where the other occupant parks. She stated that this occupant should be told by the Landlord that his behaviour is not acceptable. She also noted that she would like a response from the Landlord to her complaint that she was verbally assaulted.

The Landlord testified that the Tenant informed them of the tire slashing incident. However, they also noted that she told that there was no evidence that it was done by the other occupant and therefore there was not much to be done. They further stated that they spoke to the occupant on March 23 or March 24, 2019 and told him that he had really upset the Tenant and provided him with an additional parking spot to allow him more room. They also noted that they provided a new parking spot to the Tenant.

The Landlords submitted a note from the manager regarding a conversation he had with the Tenant on March 22, 2019. The note states that this was a courtesy call due to the other occupant informing them of what occurred. It notes that the issue should not have been pursued in the manner that it was from the other occupant.

The Tenant stated that she agreed with the Landlord that she does not know for sure that her tire was slashed by the other occupant but stated that she never told the Landlord not to pursue the issue further. She stated her position that no action was taken by the Landlord following the unacceptable behaviour of the other occupant. She further stated that the Landlord did not report back after speaking with the occupant and she was not aware that they had spoken to him. She stated that she would like the complaint taken seriously.

The Landlord stated that they can talk to the occupant again, but that as it has been over a month with no further issues they are not sure if this is necessary.

### Analysis

Section 62(3) of the *Act* states the following:

- (3) The director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies

While the Tenant requested that the Landlord be ordered to comply with the *Act*, *Regulation* and/or tenancy agreement, I fail to find sufficient evidence before me of a breach by the Landlord.

While it seems that there may have been some communication issues between the parties in discussing resolution to an issue between the Tenant and another occupant of the residential property, I do not find that a breach of the *Act, Regulation* or tenancy agreement occurred on the part of the Landlord. After hearing about the initial incident, the Landlord followed up with both the Tenant and the occupant and it seems that the issue was resolved through providing an additional parking space to the occupant and a different parking location to the Tenant.

Regarding the tire slashing incident, as agreed upon by both parties, there is no evidence that this was done by the other occupant. However, I find that the Tenant took reasonable steps to deal with this issue by reporting to the police and the Landlord. Neither party testified as to any issues that have occurred since March 2019. While the Tenant referenced a loss of quiet enjoyment, I do not find sufficient evidence before me that this is a current issue caused by the Landlord's actions or inaction.

Accordingly, I do not find there are any orders necessary for the Landlord to comply with the *Act, Regulation* and/or tenancy agreement. As the Tenant was not successful with the application, I decline to award the recovery of the filing fee paid for the Application for Dispute Resolution. The application is dismissed, without leave to reapply.

### Conclusion

The Application for Dispute Resolution is dismissed, without leave to reapply.

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 31, 2019

---

Residential Tenancy Branch