



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for an order directing the landlord to comply with the Act, regulation, or tenancy agreement

The Tenant, and two agents for the Landlord, D.G., and S.M. ("Agents"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about it.

During the hearing the Tenant and the Agents were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party and to my questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. The Agents said they had received the Application and the documentary evidence from the Tenant, and had reviewed it prior to the hearing. The Agents confirmed that they had not submitted any documentary evidence to the RTB or to the Tenant for this proceeding.

Preliminary and Procedural Matters

The Tenant provided the Parties' email addresses in the Application, and they confirmed these addresses in the hearing; the Agents provided a more direct email address for delivery of the Decision and/or Order(s). They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Parties that pursuant to Rule 7.4, I would only

consider their written or documentary evidence to which they pointed or directed me in the hearing. I also advised the Parties that they are not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

Issue(s) to be Decided

- Should the Landlord be ordered to comply with the Act or tenancy agreement; and if so, how so?

Background and Evidence

The Parties agreed that the periodic tenancy began on October 1, 2015, with a current monthly rent of \$832.00, due on the first day of each month. The Parties agreed that the Tenant paid the Landlord a security deposit of \$400.00, and a pet damage deposit of \$400.00. The Agents said the Landlord still holds the Tenant's deposits in full.

I asked the Tenant to explain the nature of her Application in the hearing, and she said:

I'm seeking quiet enjoyment from management of the building, and to not feel interfered with in the building for not complying with rules of the Caretaker [D.G.]. If you don't follow the rules, you can't get repairs done.

I've written letters about repairs and I don't hear back, because there must be frustration from them about how I follow the rules.

If I have my hands full and I'm opening the door with my foot, and I'm alone, I receive texts to stop doing this. There's a camera in the lobby off the property, more than one off the property, and one in the laundry room. They have always been there, but no one's really watched them so carefully before, as to given notice to tenants within minutes of their wrongdoing.

A number of issues were raised by the Tenant throughout the hearing, which will form the basis of this Decision. These issues include an overarching request for quiet enjoyment of the rental unit, pursuant to section 28 of the Act. Other related issues include:

1. Multiple cameras monitoring tenants;
2. Caretaker's Rules;
3. Recycle bin near mailboxes in lobby;
4. Emergency contact number;

5. Receipts for cash rent payments; and
6. Blocking deliveries.

#1 MULTIPLE CAMERAS MONITORING TENANTS

The Tenant said that there are cameras in and around the residential property. She said that if she does something against the rules, like opening the door with her foot, that she receives an immediately text from the Agent, showing that they are watching tenants too carefully.

The Agents acknowledged that there are cameras in and around the residential property. They said the cameras are for security only, as they have no audio component. They said:

The cameras are only in common areas, and they do not point to anyone's property. The one in the laundry room is a dummy camera. We have coin machines there, and we don't want people to break into the laundry room.

This building has been broken into twice. I'm sorry that she feels that the cameras are a weapon. They are in [the Caretakers'] living room, so that they can monitor them. The cameras are for security. They're not watching them 24/7 - they do have lives.

#2 CARETAKER'S RULES

In the hearing, the Tenant described the rules imposed on tenants by the Agents periodically for the last two years. The Tenant said:

They have put up at least a dozen letters and signed warnings, saying 'Don't do this; don't do that; the City says to do that. Take out garbage three times a week, not once a week.' They are handed out to everyone as she's standing in the front door. Tenants are to follow her rules.

I asked the Agents the source of the rules, and they said:

Rules are common sense things. For example, the garbage - taking it out once a week - because people were storing it on their balconies, and we were getting rats. We have one garbage downstairs for one building.

The other notices – once a season - talk about different things that have been going on. Whether it's Covid or mandates: 'Please don't have guests over because of Covid'. The fire department told them that at the yearly fire inspections.

Everybody gets the same notice, unless someone is doing something serious like [the Tenant] opening the front door with her feet. Or reminders that you can't have a real Christmas tree, as it's against the fire code. The Caretaker is trying to make this a better place for everyone.

I asked the Agents why it is "something serious" when the Tenant opens the front door with her foot when her hands are full, and the Agents said:

She was kicking it open; it was loosening the screws. We both – two people had the door fall apart on them. In order to open the door, you have to turn the lever, so she's using her feet to unlock the lever and kick it open. For the most part the rules aren't crazy. No one else has ever complained. I live here too.

The Agents were unable to say how the Tenant's actions affected the tightness of the screws in the door, or why they implied that she was responsible for the needed repairs.

#3 RECYCLE BIN NEAR MAIL BOXES IN LOBBY

The Tenant explained this issue, saying that tenants were being accused of littering when they drop recyclable mail in the bin that is there. The Tenant said:

It seems that the tenants are getting 95% of the attention and the building is getting 5%. The property is overgrown, there's garbage outside my bedroom window. The thing is, the mail bin is directly below the mail box, it's the same width, it's born to do that, but they say stop littering the building. I don't want to get in trouble for it. I don't feel I'm doing anything wrong. That was the first sign to go up. The property is being neglected because the Tenants don't want these people in their apartments.

The Agents said:

Not dropping stuff in the lobby – there's a bin that's built in. Originally, it was for flowers... when you have 25 tenants dropping their paper in there, it becomes a mess.

I asked the Agents if they have considered putting a recycle bin there, so that these materials only need to be removed once, rather than by each of the 25 tenants in the building. The Agents said: “We could consider putting a bin there, if it is something the building wanted.”

#4 EMERGENCY CONTACT NUMBER

In the hearing, the Tenant said:

I don't feel entitled to anything. I feel I'm constantly grounded to my apartment. I had called [the gas company] about a gas leak, and I had been down in the boiler room with [the Agent's husband, P.G.]. He can't smell gas. It was bothering me again - the third time - I called it in. I knew [the gas company] was coming and....

There's no emergency contact number at the front of the building. There's no number for [the Landlord's] contractor. I tried to call [D.G.], but she didn't answer. If there was a gas leak, there would be no way to get help. [P.G.] takes the building cell phone with him on the boat. I have to be able to communicate with management, without being told I'm harassing them.

Communication could be a little bit – all the letters; I feel I'm being yelled at by my Mom. There's one letter that every single sentence has exclamation marks. I have to take my garbage out at four o'clock in the morning to not feel like I'm being stalked. I want to be able to leave the apartment and not be texted She's watching us, and it feels like I'm being scolded like a child. We are monitored by them.

[P.], her husband, said he wouldn't do the caulking around my toilet, because caulking doesn't go around toilets. I don't know if that's behind not getting.... I worked at [a hardware store] for 8 years. I know how this works. I couldn't get him out of there fast enough. It's not realistic to say I hurt his nose. He wasn't trying to get in when I closed the door.

When I asked the Agents if they had an emergency contact number posted in the common area of the building, and they said: “No, they're not going to provide [the Landlord's] information. The building phone number is provided to [the Tenant].”

#5 RECEIPTS FOR CASH RENT PAYMENTS

I would like to not beg for my cash rent receipts. I'm still getting letters and things because other tenants pay by cheque, but I'm still going to pay in cash. I want to feel that I'm not getting in trouble, because ... I want to feel that I can get repairs done without being accused of harassing them.

I advised the Agents that section 26 (2) of the Act states that "A landlord must provide a tenant with a receipt for rent paid in cash." The Agents said: "As far as the rent receipts go, [D.G.] has tried putting them in their mail box. [D.G.] is still not comfortable contacting [the Tenant]."

The Tenant said: "My rent receipts go into the mail box, so I asked for it, and they started shoving them under my door, after I've requested quite a few times to go in the mail box."

#6 BLOCKING DELIVERIES

The Tenant said:

I would like to get a delivery to come to the door. If I'm scared to leave my apartment, because of [D.G.], I don't get my delivery. The buzzer system doesn't work. On April 19, they also stopped tenants from having guests in the building.

The Agents said:

There are immunocompromised people in the building – including [D.G.], who had a stroke because of Covid. Delivery people are busy; they are touching a lot of door handles. It's not like they're going to knock on people's doors.

I asked the Agents how packages are delivered in the building, and they said:

The buzzers are temperamental. [The Landlord] is trying to know how to fix it, without rewiring the whole building. I know that personally, with myself, if my buzzer isn't working when [a delivery comes] they call me and tell me they have a delivery for you. I was at school online. I was getting packages all the time.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

#1 MULTIPLE CAMERAS MONITORING TENANTS

Cameras are a part of our world now, and they are used to assist in preventing theft or vandalism, etc. The Tenant has not provided any evidence to indicate that the Agents are doing anything contrary to the Act or tenancy agreement by relying on cameras for security.

I encourage the Agents to be more understanding of what it feels like to be a tenant who feels that she is hounded by the Landlord's agents; I urge the Agents to stop contacting tenants for every little thing that the Agents think may be against common sense. As agents for the Landlord, the Caretaker(s) have obligations under the Act; however, micromanaging tenants is not one of the obligations.

The Tenant is encouraged to relax about the contact, and realize that the Agents may have a point at times. I find that the Agents' actions are not meant to be personal attacks, but rather, merely attempts to protect the Landlord's property.

Based on the evidence before me overall, I find that the Agents are not picking on the Tenant, in particular, but that she did something that caught their attention. It is their job to safeguard the Landlord's property. Perhaps the Tenant could put her items down when her arms are full at the front door. She could then open the door properly, pick up her items, and carry on. Pursuant to section 62 of the Act, I dismiss this claim without leave to reapply.

#2 CARETAKER'S RULES

The rules surrounding a tenancy are those set out in the tenancy agreement and the Act and Regulation, rather than rules that are created periodically by the Landlord's agents.

Section 12 of the Act states:

Tenancy agreements include the standard terms

12 The standard terms are terms of every tenancy agreement

- (a) whether the tenancy agreement was entered into on or before, or after, January 1, 2004, and
- (b) whether or not the tenancy agreement is in writing.

Section 14 of the Act states that a tenancy agreement may not be amended to change

or remove a standard term, and only if the landlord and the tenant agree to the amendment.

Section 5 of the Act states that landlords and tenants may not avoid or contract out of this Act or the regulations.

I find that the “rules” imposed on the tenants of the residential property by the Agents and/or Caretaker of the building are attempts to amend the rules surrounding the tenancy. I find that the Agents are overly zealous in imposing rules on the tenants of the building. I urge the Agents to allow the tenants conduct themselves with their own common sense, such that the Agents do not need to tell tenants what common sense is. Notices may be posted in the lobby or wherever there is a bulletin board; however, I find the Agent standing at the door handing out notices to incoming tenants to be inappropriate and to amount to hounding or harassment of these people.

Pursuant to section 62 of the Act, I **Order** the Agents to give notices to the specific people about whom each notice is prepared, rather than peppering the other tenants and occupants with notices on such a frequent basis.

#3 RECYCLE BIN NEAR MAIL BOXES IN LOBBY

The Agents acknowledged that a means of eliminating the junk mail debris that accumulates in the lobby would be to put a recycle bin near the mail boxes. They indicated that they would do this “...if it is something the building wanted.” I suggest to the Agents that the paper debris in the lobby is an indication that “the building wants this”. Therefore, pursuant to section 62 of the Act, I **Order the Landlord** to place a sufficiently sized recycle bin in the lobby near the mail boxes, as soon as possible. The Agents are responsible for dependably emptying this bin and returning it to the lobby.

#4 EMERGENCY CONTACT NUMBER

Section 33 (2) of the Act states:

(2) The landlord must post and maintain in a conspicuous place on residential property, or give to a tenant in writing, the name and telephone number of a person the tenant is to contact for emergency repairs.

The Agents indicated that the Tenant had management’s general number for any issues she has; however, the Tenant said she has tried to reach someone at this number in an

emergency, such as a gas leak, but that the call was not answered.

When a piece of legislation states that a party “must” do something, then it is not optional. Accordingly, and pursuant to section 33 of the Act, I **Order** the Landlord to post and maintain in a conspicuous place on residential property, the name and telephone number of a person the tenants are to contact for emergency repairs.

This does not have to be the Landlord’s number, but it must be someone who will always answer the telephone when it rings to respond to emergencies at the residential property.

#5 RECEIPTS FOR CASH RENT PAYMENTS

As I advised the Parties in the hearing, all landlords are required – they must – provide a tenant with a receipt for rent that is paid in cash.

I **caution to the Agents** that they must not – through direct or implied means, be they actions or inactions - prohibit a tenant from paying rent in cash. Further, the Agents must use a consistent, reliable mechanism to promptly deliver the receipts to the Tenant. The Tenant said she had asked repeatedly for the Agents to provide her with the receipts in her mail box. I find this to be a straightforward means of accomplishing this action.

I **Order** the Landlord to provide the Tenant with receipts for her cash, rent payments by placing the receipt(s) in the Tenant’s mail box within three days of the Tenant paying the rent, pursuant to section 26 (2) of the Act.

#6 BLOCKING DELIVERIES

The Tenant has not provided any evidence or authorities that indicate what the Agents are doing in this regard contravenes the Act, Regulation, or the tenancy agreement. I am limited to the authority under the Act for making Orders. As such, I dismiss this claim without leave to reapply.

GENERAL COMMENTS

When I asked the Agents for the source of the rules that they acknowledged creating for the tenants of the residential property, they said the rules are based on “common

sense". However, the Agents' first resource should be the *Residential Tenancy Act*, Regulation, and tenancy agreement to guide their activities. I strongly encourage the Agents to read the *Residential Tenancy Act* once a year to familiarize themselves with their rights and obligations under the Act. Micromanaging the tenants' behaviour is not your job.

In addition, the Tenant is urged to consider that the Agents have obligations under the Act with which they must comply; it is sometimes a fine balance between a tenant's right to quiet enjoyment of the residential property, and a landlord's obligation to maintain the building physically, and in keeping with any legislative updates regarding emergencies such as Covid.

Further, please consider the tone of your messages. You get more flies with honey than with vinegar, and you might get better compliance from tenants if you phrase your rules in a gentler, less officious manner.

If either Party has any questions about any tenancy matter, please don't hesitate to call the RTB and speak with an information officer. They are very well trained in the Act, Regulation and Policy Guidelines. They can offer you assistance in any tenancy matter.

Summary

The following summarizes the Orders in this Decision.

1. **I Order** the Agents to give notices to the specific people about whom each is prepared, rather than peppering the other tenants and occupants with notices on such a frequent basis.
2. **I Order** the Landlord to place a sufficiently sized recycle bin in the lobby near the mail boxes, as soon as possible.
3. **I Order** the Landlord to post and maintain in a conspicuous place on residential property, the name and telephone number of a person the tenants are to contact for emergency repairs.
4. **I Order** the Landlord to provide the Tenant with receipts for her cash rent payments by placing the receipt(s) in the Tenant's mail box **within three days** of the Tenant paying the rent.

If the Landlord has not complied with any of these Orders by **February 28, 2022**, then the Tenant is authorized to deduct **\$100.00** per month from her rent until the Order(s) are fulfilled or until a subsequent Order of the Director is made to the contrary.

The Parties may apply for dispute resolution to settle any further such disputes.

Conclusion

The Tenant is successful in her Application, as the Landlord is Ordered to carry out specific actions set out above.

Should the Landlord fail to comply with any of the Orders by February 28, 2022, the Tenant is authorized to deduct \$100.00 from her rent per month until the Order is fulfilled, or a subsequent Order of the Director is made to the contrary. The rent deduction may stay in place only until the month in which the Order(s) are fulfilled.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: January 21, 2022

Residential Tenancy Branch