



# **Dispute Resolution Services**

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **DECISION**

**Dispute Codes:** CNR and MNDC

### **Introduction**

This application was brought by the tenant seeking to have set aside a 10-day Notice to End Tenancy for unpaid rent dated December 8, 2008. The tenant also sought a Monetary Order for loss of quiet enjoyment of the rental unit.

At the commencement of the hearing, the landlord advised that the tenant had paid the rent within five days of receiving the notice and it was, therefore, rendered unenforceable.

The landlord did request an Order of Possession pursuant to a Notice to End Tenancy for unpaid rent served in January. However, the application before me predates that notice and I was unable to address it at this hearing. Nevertheless, the parties already have a hearing scheduled for February to deal with that issue.

### **Issue(s) to be Decided**

Therefore, the present hearing requires a decision only on the question of the tenant's claim for a Monetary Order for loss of quiet enjoyment.

**Background and Evidence**

This tenancy began November 1, 2007. Rent is \$800 per month and the landlord holds a security deposit of \$400. The landlord also has a suite in the rental building which they visit on average once or twice a month for two or three days.

The tenant's application stated that the landlords had disturbed him on a number of occasions by knocking on his door at midnight and asking him to turn his television down. The landlord stated that this had happened only five or six times throughout the tenancy. It was noted that by the tenant's own accounting that the requests were usually late night. The landlord stated that she too had been equally disturbed by the tenant.

The tenant also made claim that the landlord had stored firewood on an area designated to him, but the landlord contested that the area was for his exclusive use. She believed the tenant was using her firewood without consent and was concerned that it was green and could cause a build up of creosote in the chimney.

**Conclusion**

I find that the tenant has not provided evidence of a sufficient degree of loss of quiet enjoyment to warrant monetary compensation. Therefore, that part of the claim is dismissed without leave to reapply.

January 27, 2009.

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Dispute Resolution Officer