



# Dispute Resolution Services

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

## **DECISION AND REASONS**

Dispute Codes: CNC & MNDC

### Introduction:

This hearing dealt with an application by the tenant seeking to have a one month Notice to End Tenancy set aside. The tenant also seeks compensation due to loss of an essential service due to the failure of the heating system in the rental unit from December 13<sup>th</sup> to 27<sup>th</sup>, 2008.

Both parties appeared for the hearing and were provided the opportunity to be heard and respond to the evidence of the other party.

### Issues to be Determined:

Should the one month Notice to End Tenancy be set aside? Is the tenant entitled to compensation or rent abatement due to loss of an essential service?

### Background and Evidence:

This tenancy began on October 1, 2008 for the monthly rent of \$1,000.00 and a security deposit of \$500.00 paid on approximately September 20<sup>th</sup>, 2008. On December 31, 2008 the tenant was served with a one month Notice to End Tenancy on the basis that the landlord alleges that the tenant or a guest has significantly interfered with the quiet enjoyment of another occupant and is seriously jeopardizing the landlord's lawful rights and interest in the rental unit.

During the month of December 2008 the heating system in the rental unit also failed and the tenant was without heat from December 13<sup>th</sup> to the 27<sup>th</sup>, 2008. Based on the evidence from the landlord it took several weeks to resolve the problem because she was unable to find a company to address the issue due to the weather during this time period.

The landlord served the notice on the basis that the tenant's partner is significantly interfering with her lawful rights and interest in the rental unit. She alleges that this occupant unreasonably questions her legal rights to access the rental unit and uses profane and derogatory comments.

However, during the hearing it was established that the tenant and the landlord generally worked well together and in the absence of any interference could maintain a good relationship.

The tenant stated that if they could agree to work together she would be willing to withdraw her claim for compensation due to the loss of heat in December 2008.

Analysis:

I grant the tenant's application. I am satisfied that there are not sufficient grounds at this time to end this tenancy. However, I have cautioned the tenant that continued interference by her partner in the tenancy relationship could result in sufficient grounds to end the tenancy in the future.

The landlord acknowledged her obligation under the *Act* to provide sufficient notice to enter the rental unit and agreed to communicate directly with the named tenant on the tenancy agreement. The landlord has the right to provide the tenant with written warnings if there is any further unreasonable interference by the other occupant of the rental unit.

I dismiss the tenant's request for compensation due to loss of heat in December 2008 given the parties' willingness to move forward with the tenancy and work together.

Conclusion:

I set aside the one month Notice to End Tenancy. This tenancy will continue with full force and effect.

Dated January 21, 2009.

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Dispute Resolution Officer