



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

Decision

Dispute Codes:

MNDC, FF

Introduction

This hearing was scheduled in response to the Tenants' Application for Dispute Resolution, in which the Tenants have made application for a monetary Order for money owed or compensation for damage or loss and to recover the filing fee from the Landlord for the cost of this Application for Dispute Resolution.

Both parties were represented at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Tenants are entitled to compensation for the loss of quiet enjoyment of their tenancy and to recover the filing fee for the cost of this Application for Dispute Resolution. Although the Tenants indicated in their Application for Dispute Resolution they were seeking resolution to disputes related to the thermostat and their cat, at the hearing they indicated that those issues were no longer in dispute.

Background and Evidence

The Landlords and the Tenants agree that this tenancy began on October 31, 2008, that the Landlords live above the Tenants in the same residential complex, and that the Tenants were required to pay monthly rent of \$750.00.

The parties agree that they had several disputes over laundry, yard maintenance, tidiness, storage, smoking outside, and parking throughout the tenancy.

The parties agree that the Landlords served the Tenants with a Two Month Notice to End Tenancy, pursuant to section 49 of the Act, which informed the Tenants that the Landlords wished to end the tenancy on March 06, 2009. The Landlords stated that the

Notice to End Tenancy had been served because the female Landlord's mother intended to occupy the rental unit.

The Tenants stated that they intend to vacate the rental unit on March 31, 2009, pursuant to the Two Month Notice to End Tenancy. The Tenants stated that they wanted to have no further contact with the Landlords for the remainder of the tenancy and would be willing to resolve this dispute if the Landlords would agree to only communicate with the Tenants in writing for the remainder of the tenancy, and to limit their communications to important matters.

The Landlords agreed to limit their communications with the Tenants to important issues that relate directly to the tenancy. The Landlords further agreed that all communications with the Tenants, from this day forward, will be in writing.

At the hearing the Landlords stated that they would need to communicate with the Tenants for the purposes of showing the rental unit. The Tenants argued that there would be no need to show the rental unit, since the female Landlord's mother intended to move into the rental unit, at which point the female Landlord stated that her mother no longer planned to move into the rental unit.

The parties were advised of the provisions of section 51(2) of the Act and were afforded the opportunity to settle any future claims that may arise in relation to the Two Month Notice to End Tenancy that had been served. The female Landlord declined the opportunity to reach a settlement on that issue, stating that her mother would move into the rental unit.

For the benefit of both parties, section 51 of the Act reads:

- 51 (1) A tenant who receives a notice to end a tenancy under section 49 [*landlord's use of property*] is entitled to receive from the landlord on or before the effective date of the landlord's notice an amount that is the equivalent of one month's rent payable under the tenancy agreement.
- (1.1) A tenant referred to in subsection (1) may withhold the amount authorized from the last month's rent and, for the purposes of section 50 (2), that amount is deemed to have been paid to the landlord.
- (1.2) If a tenant referred to in subsection (1) gives notice under section 50 before withholding the amount referred to in that subsection, the landlord must refund that amount.
- (2) In addition to the amount payable under subsection (1), if
- (a) steps have not been taken to accomplish the stated purpose for ending the tenancy under section 49 within a reasonable period after the effective date of the notice, or

(b) the rental unit is not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice,

the landlord, or the purchaser, as applicable under section 49, must pay the tenant an amount that is the equivalent of double the monthly rent payable under the tenancy agreement.

Conclusion

Based on the mutual agreement of all parties at the hearing, I hereby conclude that this dispute was resolved when the Landlords agreed to limit further communications with the Tenants to important matters that relate directly with this tenancy, and to only communicate with the Tenants in writing. Based on that agreement, I hereby Order the Landlords to have no verbal communication with the Tenants and to communicate with the Tenants in writing only when there are important issues that relate directly to this tenancy.

I decline to award compensation to the Tenants for the cost of filing this Application for Dispute Resolution, as I am not satisfied that the issues in dispute were serious enough to warrant a monetary award, and therefore I am not satisfied that a dispute resolution hearing was warranted.

Date of Decision: March 6, 2009
