

# Dispute Resolution Services

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

## Decision

Dispute Codes: MNDC, OC, FF

## Introduction

This hearing dealt with an application by the tenants for a monetary order and an order that the landlord comply with the Act. Both parties were represented at the conference call hearing and had opportunity to be heard. At the outset of the hearing the parties confirmed that the tenants had vacated the rental unit. As the tenancy has ended, I consider the claim for an order that the landlord comply with the Act to have been withdrawn as it is no longer required.

## Issue(s) to be Decided

Are the tenants entitled to compensation for loss of quiet enjoyment?

## Background and Evidence

There were two tenants in the rental unit, J.O. and D.M. At the hearing J.O. represented both himself and D.M. The tenants claim \$400.00 in compensation, which is an approximate pro-rated amount for 9 days return of rent as the tenants claim that on at least 9 occasions the landlord entered the rental unit without having provided 24 hours written notice. J.O. acknowledged that on at least one occasion he received a text message just 2 hours before the landlord's entry.

The landlord's agent testified that each time she entered the rental unit she had provided some sort of verbal notice or she had obtained permission from D.M. to enter the unit. The landlord's agent acknowledged three occasions on which the notice she purported to provide was by means of a voice mail to J.O.

## Analysis

In order to be successful in this application, the tenants have to prove on the balance of probabilities not just that the landlord failed to comply with her obligation to provide

notice of entry under the Act, but that they suffered some loss as a result.

Section 29 of the Act provides that if a tenant does not give the landlord permission to enter the unit, the landlord must give a minimum of 24 hours written notice of entry to the tenant. It is clear that the landlord has not complied with this section of the Act on at least 3 occasions, as she has acknowledged. A voice mail is not sufficient to satisfy the Act's requirement that notice be put in writing. However, for the 6 other occasions that J.O. claims the landlord entered, the landlord claims that D.M. gave permission for her to enter. As D.M. was not at the hearing to refute the landlord's claim, I am unable to find that the landlord entered unlawfully on those 6 occasions.

For the 3 occasions on which the landlord entered the rental unit unlawfully, the tenants must prove that they suffered some compensable loss as a result of the landlord's actions. I find that the tenants have not proven that such a loss was suffered and I deny their claim for compensation.

### Conclusion

The tenants' claim is dismissed.

Dated April 20, 2009.