

DECISION

Dispute Codes CNC, MNDC

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking to cancel a Notice to End Tenancy issued to her for cause, for monetary compensation under the Act or tenancy agreement, and for the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

At the outset of the hearing the Tenant explained she had already vacated the rental unit and was no longer seeking to cancel the Notice to End Tenancy.

Issues(s) to be Decided

Have the Landlords breached the Act entitling the Tenant to monetary compensation?

Background and Evidence

The Tenant was issued a Notice to End Tenancy alleging cause, including too many people occupying the unit and disturbing other occupants with loud music and noise. She vacated the unit, however, she still seeks monetary compensation from the Landlords for harassment.

The Tenant claims that as the tenancy was coming to an end the Landlords were harassing her and entering her unit without notice or consent. She claims the Landlords went to the rental unit every day and were rude to her. She testified that the Landlords were also coming to her place of employment to harass her. She requests \$1,000.00 in compensation from the Landlords.

In evidence the Landlords provided copies of the Notice to End Tenancy issued to the Tenant and several warning letters to her.

The Landlords testified that they entered the unit to repair a toilet at the request of the Tenant. The Landlords had not given a notice to enter for these repairs. They testified that the Tenant told them the toilet required work. One of the Landlords looked at the toilet and explained he needed his proper tools and the Tenant had to fill out a requisition form for the work. He testified that when she did not fill out the form, he entered the unit to repair the toilet.

In the other instance the Landlords gave the Tenant a notice to enter the unit to show the unit to a prospective renter. The Landlords confirmed they entered the unit about one hour prior to the time they gave in the notice. The Tenant was upset they entered, as she went home from work to be in the unit at the time the notice stated, but the Landlords had already shown the unit.

The testimony of the Landlords was that they went to the Tenant's place of employment to simply serve her with their evidence for this hearing.

Analysis

The Tenant in this Application has the obligation of proving the claims that she has made against the Landlords. The standard of proof required is the civil and administrative law standard, which is, claims must be proven on a balance of probabilities. If proof is established on a balance of probabilities, then the Tenant is entitled to the remedies available under the Residential Tenancy Act, and in some cases the common law.

Harassment is defined in the *Dictionary of Canadian Law* as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome."

In this instance, I do not find that the Tenant has proven on a balance of probabilities that the Landlords were harassing her. There were definite ill feelings between the parties, however, this does not amount to harassment.

Therefore, I dismiss the Tenant's Application without leave to reapply.

Conclusion

The Tenant failed to prove the Landlords were harassing her.

The Tenant's Application is dismissed.

This decision 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: May 20, 2009.

Dispute Resolution Officer