



Dispute Resolution Services

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

Decision

Dispute Codes: MNDC AAT FF O

Introduction

This hearing dealt with an application by the tenant for a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement, as well as for an order that the landlord allow access to the rental unit for the tenant's guests. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on April 27, 2009, the landlord did not participate in the conference call hearing.

Issue(s) to be Decided

Is the tenant entitled to the monetary amounts claimed?

Should the landlord be ordered to allow access of the tenant's guests to the rental unit?

Background and Evidence

The tenancy began on March 1, 2009 as a one-year fixed-term tenancy, with monthly rent in the amount of \$1025. The evidence of the tenant was as follows. In the first week of April 2009, one of the building managers confronted the tenant and accused the tenant's guests of conducting illegal activities in and around the tenant's suite. The tenant told the building manager that she and her boyfriend had recently completed voluntary treatment for substance abuse, and that the tenant would not tolerate drugs around her home or herself. The building manager replied that if she had known about this prior to the tenant moving in she never would have accepted the tenant. The building manager then went on to express her personal views about how treatment

doesn't change people. The building manager said that the tenant's boyfriend was not welcome ever again, and the tenant should start looking for a new place to live.

Approximately 20 minutes after this incident, the assistant manager attended at the tenant's unit and demanded that the tenant give notice to move out at the end of the month. The tenant felt under an extreme amount of stress and wrote the notice to vacate effective May 1, 2009.

The tenant stated in her documentary evidence that she had absolutely no knowledge of illicit behaviour by her guests. The manager called the police and alleged illegal activity, but the police were unable to corroborate any of the manager's claims.

The building manager continued to harass the tenant throughout the month of April, until the tenant filed for dispute resolution and served the landlord with notice of the hearing. After that time, the building manager's harassing behaviour ceased. On May 1, 2009 the tenant paid her rent, and the landlord accepted the rent without issuing a receipt or giving any indication that the rent was accepted for use and occupancy only.

The tenant has applied for \$2950 in monetary compensation for moving expenses, a damage deposit for a new suite and partial rent for the first month of a new tenancy after moving, based on the tenant's notice to vacate. The tenant has also applied for \$500 in compensation for loss of quiet enjoyment, and for an order that the landlord allow the tenant's boyfriend access to the rental unit.

Analysis

When the landlord accepted the tenant's rent for May 2009 and did not indicate that it was accepted for use and occupancy only, the landlord's action constituted an implied waiver of the tenant's notice to end tenancy. I find that the tenant's notice to end tenancy has been waived, with the effect that the tenancy continues. I therefore dismiss the portion of the tenant's application regarding monetary compensation related to ending the tenancy.

In regard to loss of quiet enjoyment, tenants are entitled to quiet enjoyment, including freedom from unreasonable disturbance such as harassment by the landlord or the landlord's agent, or coercing a tenant to sign an agreement which reduces the tenant's rights. In this case, an agent or agents of the landlord harassed the tenant based on prejudicial assumptions about the tenant and her boyfriend, and acted contrary to the *Residential Tenancy Act* by unreasonably restricting access by the tenant's boyfriend and by coercing the tenant to write a notice to end tenancy. I find that the actions of the landlord's agents significantly deprived the tenant of loss of quiet enjoyment and as such the tenant is entitled to monetary compensation as claimed, in the amount of \$500.

In regard to allowing access of the tenant's guests, I order that the landlord not unreasonably restrict or deny access of the tenant's guests to the rental unit. Should the landlord fail to comply with this order it is open to the tenant to apply for further monetary compensation.

The tenant is also entitled to recovery of her \$50 filing fee for the cost of her application.

Conclusion

The tenant is entitled to total compensation of \$550, which she may deduct from her next month's rent.

Dated June 1, 2009.