

## **DECISION**

Dispute Codes      LRE, MNDC, FF

### Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking monetary compensation from the Landlords, to suspend or set conditions on the Landlords' right to enter the unit and to recover the filing fee.

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.

### Issues(s) to be Decided

Should the Landlords' right to enter the rental unit be suspended, or have conditions set on it?

Is the Tenant entitled to monetary compensation from the Landlords?

### Background and Evidence

The parties signed a written tenancy agreement using the standard form document, on February 3, 2009. An addendum was attached to the agreement with three terms, requiring only the Tenant to use the laundry facility, to not smoke in or on the premises, and to have one permanent occupant only. The tenancy began on February 15, 2009.

The Tenant claims \$2,800.00 for compensation, as she claims the Landlords made allegedly unfounded and unreasonable complaints about her smoking in or on the premises, and about the Tenant's cat.

The Tenant also complains the Landlords entered her unit without permission, they caused her distress and breached her right to quiet enjoyment of the unit. She further claims she could not afford to move on short notice but does not wish to continue the tenancy, as the Landlords behaviour cannot be monitored or controlled. She wants compensation for moving and cleaning expenses.

The evidence submitted indicates the Landlords issued receipts in the form of letters for deposit and rent payments made by the Tenant. The Landlords also issued warning letters to the Tenant regarding her smoking on the premises, and the odour of cat urine coming from the rental unit, as well as the howling of the cat when it was in heat.

According to the letters, the Landlords' child had asthma, and the smoke and smell was irritating the child and the Landlords.

These warning letters were issued on March 15 and March 26, 2009. The letters warned about breaches of the agreement regarding smoking on and in the premises and the issues with the cat.

On April 3, 2009, the Landlords wrote another letter to the Tenant about the breaches and issued her a one month Notice to End Tenancy for cause, indicating the Tenant seriously jeopardized the health and safety of the Landlords, and had breached a material term of the tenancy agreement. The Landlords also claimed illegal activities, however, they indicated in a letter to the Tenant that this box on the form had been checked off in error.

The one month Notice to End Tenancy was issued on April 3, 2009, and stated the effective end date as being May 7, 2009.

The Tenant filed her Application on April 7, 2009, and vacated the unit on or about April 13, 2009.

### Analysis

I find the Tenant's claim lacks merit and must be dismissed.

The Tenant breached the tenancy agreement by smoking on the premises. She admitted smoking outside, but says she later moved to the sidewalk after the warning letter.

The Tenant claimed the accusations in the Notice were unfounded. Nevertheless, she specifically chose not to dispute the Notice to End Tenancy, as she wanted to vacate the unit prior to a surgery she was scheduled for. Had the Notice to End Tenancy been disputed by the Tenant it would have at least been corrected to indicate the proper date for the tenancy to have ended, on May 31, 2009.

There is nothing in the evidence provided which indicates the Landlords caused any distress to the Tenant. The Landlords were following the Act when they issued the Tenant warning letters about the perceived breaches, as well as issuing receipts for rent and deposit money paid. This is not harassment or a disturbance, rather the Landlords are required to give these documents to the Tenant.

As for the alleged illegal entry, the Tenant says she left the door to the rental unit unlocked for a short period of time for her mother to gain access to the unit. When the Tenant later returned with her mother, who had apparently left the door unlocked, the door to the rental unit was locked. The Tenant testified her mother was a witness to this and was willing to testify. Regardless of this, even if the Landlords did lock the door behind the Tenant's mother, it does not prove they entered the suite. In fact, the Landlords deny entering the unit without giving notice to do so. Furthermore, had the Tenant proven conclusively the Landlords entered illegally, which I find she did not, the remedy for the Tenant would not have amounted to \$2,800.00

Simply put, the Tenant breached the tenancy agreement and then left the unit at a time of her own choosing following a Notice to End Tenancy. She deliberately chose not to dispute the Notice, instead she made a claim for monetary compensation which she was not entitled to. She did not have to vacate when she did, but chose to do so by herself.

Therefore, I find no monetary compensation is due to the Tenant for any portion of this matter.

### Conclusion

The Tenant's claim lacks merit and is dismissed.

The Landlords acted properly throughout this matter, except they had provided the wrong effective end of tenancy date in the Notice. This would have been easily corrected had the Tenant chose to dispute the Notice, which she did not. She chose to move out early for her own reasons and is entirely responsible for her own losses. The Landlords owe her nothing.

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: July 16, 2009.

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Dispute Resolution Officer