



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

### Dispute Codes:

CNC, CNR, MNDC

### Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant has made application to set aside a Notice to End Tenancy for Unpaid Rent; to set aside a Notice to End Tenancy for Cause; and a monetary Order for compensation for money owed or compensation for damage or loss.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present relevant oral evidence, to ask relevant questions, and to make submissions.

### Background and Evidence

The Landlords and the Tenant agree that the Tenant was served with a Notice to End Tenancy for Cause. The reasons for the Notice to End Tenancy that were cited on the Notice were that the Tenant has caused extraordinary damage to the unit/property and that the Tenant has not done required repairs of damage to the unit/property. At the hearing the female Landlord stated that the damage to the rental property has been repaired to their satisfaction and that they are therefore withdrawing the Notice to End Tenancy for Cause. As the Notice to End Tenancy for Cause has been withdrawn, I find that there is no need to consider the Tenant's application to set aside this Notice.

The Landlords and the Tenant agree that the Tenant was served with a Notice to End Tenancy for Unpaid Utilities in the amount of \$86.36. At the hearing the male Landlord stated that the unpaid utilities were paid within five days of the date the Tenant received the Notice to End Tenancy for Unpaid Utilities. The male Landlord stated that he was also withdrawing this Notice as he recognized that the Notice was not valid because the outstanding utilities had been paid within the legislated time period. As the Notice to End Tenancy for Unpaid Utilities has been withdrawn, I find that there is no need to consider the Tenant's application to set aside this Notice.

The Tenant is seeking compensation, in the amount of \$2,250.00, for the loss of use and quiet enjoyment of his rental unit. The Tenant contends that his right to quiet enjoyment has been breached by the occupants living in the adjacent rental unit, who smoke cigarettes and marijuana outside the rental unit; who use his driveway on a

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regular basis even though they are limited to using it solely for the purposes of disposing of garbage and recycling; that they do not pick up their garbage and recycling containers in a timely manner; that they have had several parties during his tenancy; that the Landlord was notified of a party that occurred in May of 2009. The Tenant also declared that he has had property stolen; property vandalized; and that unknown persons have urinated and spit on his rental unit on various occasions during this tenancy, although he submitted no evidence to show that the occupants living in the adjacent rental unit are responsible for these incidents.

The Landlords contend that they have discussed the Tenant's concerns with the occupants living in the adjacent rental unit. The Landlords declared that the occupants living in the adjacent rental unit have been advised that smoking marijuana on the property is not permitted; that they must be respectful to their neighbours in regards to noise; that they must remove their garbage/recycle containers in a timely manner; and that they are only permitted to use the driveway for garbage and recycling purposes.

The Tenant was advised that a tenant would not normally be awarded compensation for loss of quiet enjoyment in relation to the types of disturbances being described by the Tenant, particularly when a landlord is making a reasonable effort to address the issues raised by the tenant.

The Tenant then indicated that he would withdraw his application for financial compensation if the male Landlord would agree to have minimal contact with him. The Landlords agreed that the female Landlord will be the primary contact for the Tenant and that the male Landlord will only communicate with the Tenant when it is not practicable for the female Landlord to communicate with the Tenant. In making this agreement, the Landlords and the Tenant understand that the male Landlord retains the right to deliver documents; to communicate with the Tenant when it is not practicable for the female Landlord to communicate with the Tenant; and to attend the rental property for maintenance and business purposes. Both parties agreed to strictly comply with the *Residential Tenancy Act* and regulation.

## Conclusion

As all of the issues currently in dispute in relation to this tenancy have been withdrawn, I find there is no need for me to render a decision in this matter.

Dated: July 30, 2009.

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Dispute Resolution Officer