

Dispute Codes:

MNDC

Introduction

I have been delegated the authority under Section 9.1 of the *Residential Tenancy Act* (the “Act”) to hear this matter and decide the issues.

This is the Tenant's application for a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement.

I reviewed the evidence provided prior to the Hearing. Both parties gave affirmed evidence and the Hearing proceeded on its merits.

Issues to be Decided

- Is the Tenant entitled to a monetary order for compensation for loss of quiet enjoyment and harassment from the Landlord?

Background and Evidence

Both parties provided testimony, much of which was not relevant to the Tenant's application, and most of which had already been decided by previous Dispute Resolution Officers. I have considered and recorded only the relevant testimony in my decision.

Tenant's testimony

- At 9:40 a.m. on April 22, 2009, the Landlord knocked on the Tenant's door and accused him of flooding the floor in his suite. The Tenant told the landlord that the floor was bone dry and closed the door. Shortly afterwards, the Tenant left his apartment and saw the Landlord sitting in his van across the street.
- The Police were present outside his suite when he returned home. The police officer told the Tenant that he was there because his Landlord was attempting to gain access to the Tenant's suite in order to do an inspection.
- The Landlord had not given the Tenant 24 hours written notice of his intent to inspect his suite. The Tenant wanted the police officer to see his suite to see for himself that the Landlord did not have any cause for concern.

- The police officer came in and saw his suite and commented that it was very clean and dry.
- On another occasion, the Landlord put a brick up against the Tenant's window because the Tenant had left his window open. The Landlord said it was costing him money because of extra utility costs to heat the Tenant's apartment. An argument ensued and the Landlord stuck his tongue out at the Tenant.

Landlord's testimony

- The Landlord gave the Tenant proper written notice to enter the Tenant's suite for an inspection, which he served personally upon the Tenant. The Landlord has to inspect the hot water heater and the furnace, which is more than 30 years old and is inside the rental unit. The Landlord last did an inspection on the furnace about one year ago.
- The Landlord has been threatened by the Tenant in the past.
- The Tenant has filed 14 complaints against the Landlord in the past 2 years, and the Landlord feels that the Tenant is tormenting him.

Analysis

A tenant is entitled to quiet enjoyment including exclusive possession of the rental unit subject only to the landlord's right to enter the unit in accordance with Section 29 of the Act.

Section 32 of the Act requires a landlord to provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law. The Landlord has the right, and obligation, to enter the Tenant's suite in order to inspect the furnace and hot water heater. With the consent of the parties, a date and time for inspection was agreed upon. The Landlord will attend at the Tenant's suite at 10:00 a.m. on August 4, 2009, for the purposes of inspecting the hot water heater and the furnace. I advised the Tenant and the Landlord that this verbal agreement made at the Hearing is due notice to the Tenant.

There was a good deal of animosity between the parties at the Hearing. Under authority of Section 62(3) of the Act, I order that any future notice of the Landlord's intent to inspect the rental unit be effected by way of registered mail. For the purposes of calculating the require 24 hours notice, documents served in this manner are deemed to be received 5 days after mailing.

Based on the testimony and evidence provided by the Tenant, I do not find that the Landlord is harassing the Tenant. The Tenant's application is dismissed without leave to reapply.

Conclusion

The Tenant's application is dismissed without leave to reapply.

With the consent of the Tenant, the Landlord will attend at the rental unit at 10:00 a.m. on August 4, 2009, for the purposes of inspecting the hot water heater and furnace.

I HEREBY ORDER that service of any future 24 hour notices issued by the Landlord pursuant to Section 29(1)(b) of the Act will be effected by registered mail.

Dated: July 31, 2009.
