

## **DECISION**

Dispute Codes      MNDC, OLC, RP, LRE, LAT, RR, FF

### Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking among other relief, monetary orders for compensation under the Act or tenancy agreement, and to recover the filing fee for the Application.

The Tenant vacated the rental unit prior to the hearing taking place, and therefore, much of the relief sought is no longer required.

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.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues(s) to be Decided

Is the Tenant entitled to monetary compensation from the Landlord?

### Background and Evidence

The Tenant took possession of the rental unit in or about May of 2009, under a tenancy agreement with the previous owner (former landlord) of the property. The rental unit is a suite over the garage located next to the Landlord's home on the same property. The Landlord took possession of the home next door to the rental unit on or about December 14, 2009.

The Tenant testified that everything went well with the rental unit and tenancy until the new Landlord took over. The Tenant complained that after the new Landlord moved in, she experienced several problems, as described below.

The Tenant requested a repair to the phone line which did not go to the rental unit, but was in the home of the Landlord. According to the Tenant, the phone line was supposed to be moved into the rental unit by the Landlord.

As the base station was in the Landlord's home, the Tenant used a cordless phone in the rental unit. One night the pager on the phone system was activated by the Landlord or someone in the Landlord's home. This caused the Tenant's phone pager to ring in the rental unit at around 11:30 p.m. one night.

The Tenant also complains about the cable TV service to the rental unit, which she alleges was disconnected by the Landlord. This caused her to lose most of the cable TV channels.

One night the Landlord also tripped the smoke alarm system, which is part of the security system for the house and rental unit. This occurred in the evening the day after the Landlord moved in.

Likewise, the electrical power in the rental unit was tripped off one night, but restored in approximately 20 minutes.

The Tenant also complains that the Landlord was leaving the exterior lights on for the house all night and the lights were shining into the rental unit through the blinds. This kept the Tenant awake for several nights and the Tenant spent several nights away due to the lights.

The Tenant alleges the Landlord did these things on purpose, to harass her. The Tenant also accused the Landlord of being very rude during the move out condition inspection report.

The Landlord explained that her and her daughter took some time to adjust to the new home. The Landlord testified that the fire alarm went off by accident when she tried to light a fire in the house. The Landlord explained she was not aware that such a system even existed, as the prior owner had not cancelled her service with an alarm company which monitored the property.

The Landlord also testified that they accidentally activated the pager function on the phone system to the rental unit.

The Landlord testified that the phone line was in good working condition and was consistent with the tenancy agreement with the Tenant.

The Landlord also explained that the Tenant's cable TV service was accidentally cut off by the service provider, but was restored the following day. Likewise, the hydro to the rental unit was disrupted due to a breaker tripping and the power was restored in approximately 20 minutes.

In regard to the lights, the Landlord testified that the Tenant has expressed concerns to her about safety in entering the rental unit at night. Apparently the exterior lights for the rental unit were not on motion detectors. The Landlord also testified that she left the exterior lights on for safety of herself and her children. The Landlord testified she altered the lights on or about December 30, 2009.

### Analysis

Based on the foregoing, the testimony and evidence, and on a balance of probabilities, I find as follows:

I find the Tenant has lost quiet enjoyment at the rental unit for a portion of a period of time of approximately two weeks. While there is insufficient evidence to show the Landlord did these acts on purpose or to harass the Tenant, there has been an impact on the Tenant's ability to have quiet enjoyment of the rental unit as a result of the Landlord's behaviour. I also note the Tenant did not initially take her concerns to the Landlord in person, instead she contacted the Branch and an intervention took place.

While some of the matters, such as the pager going off or the power being out for less than half an hour, were minor and temporary in nature, the Landlord did take some two weeks after being notified by the Tenant to address the issue of the light entering the rental unit.

I do not find the Tenant had a complete loss of quiet enjoyment during this time. I find that the Tenant's loss is equivalent to 25% of one month of rent or **\$220.00**.

Therefore, I find that the Tenant has established a total monetary claim of **\$270.00** comprised of \$220.00 for the Tenant's loss and \$50.00 for the fee paid for this application.

I grant the Tenant an order under section 67 for the balance due of \$270.00. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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: March 01, 2010.

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Dispute Resolution Officer