



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with the Tenants' Application for Dispute Resolution, seeking monetary compensation under the Act, regulation or tenancy agreement from the Landlords in the amount of \$25,000.00

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

Are the Tenants entitled to monetary compensation from the Landlords?

Background and Evidence

This tenancy began on February 1, 2010, with the Tenants taking possession of the basement rental unit in the residential property owned by the Landlords. The parties agreed upon a rent of \$450.00 per month. The Tenants did not pay a security deposit and the Landlords did not provide a written tenancy agreement.

The Tenants vacated the rental unit on or about March 23 or 24, 2010. The Tenants claim they left the rental unit after the Landlords gave them verbal notice to end the tenancy.

The Tenants allege the Landlords did not provide them with quiet enjoyment of the rental unit as the Landlords made noise that disturbed them every night with parties and loud noises. The Tenants allege the Landlords were rolling marbles across the floor to

disturb them. They further allege the Landlords had a gentleman threaten them on March 11, 2010, who told them to move out of the rental unit.

The Tenants testified they moved most of their belonging out on or about March 23 or 24, 2010, however, when they returned to get the rest of their belonging, the Landlords had changed the locks and would not allow the Tenants to enter the rental unit.

The Tenants further allege that the Landlords interfered with their mail. They testified that the Landlords' own written evidence mentions an ICBC claim and that the only way the Landlords could know about this is through opening their mail. The Tenants also allege the Landlords interfered with the shipment of product to the Tenants from a well known cosmetic company. They say the Landlords' actions in dealing with the cosmetic products addressed to the Tenants caused one of the Tenants to lose their job with the company.

The Tenants claim \$100.00 for a modem, \$59.00 for a digital cable box, and an amount in compensation for their love seat, bed frame, food, and other household goods. The total amount claimed is \$25,000.00.

The Landlords deny they made too much noise, although they explained they did have a baby shower at the property during the tenancy. The appearing Landlord testified that the Tenants made too much noise, that the female Tenant was crying every night, and that they never interfered with the Tenants' mail. They claim the Tenants had parties every night and disturbed the Landlords upstairs.

The Landlords further allege they did not have the address for the Tenants to send the cosmetic products to, and that the product was returned to the company.

The appearing Landlord testified that he guessed one of the Tenants had an ICBC claim, and that is why he referenced it in his written evidence. He further testified that the Tenants had changed the locks after moving into the rental unit without his consent and that he did not have a copy of the key for the rental unit from the Tenants. He alleged the Tenants had changed his lock on his Canada Post mailbox and they interfered with his mail.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find that the Tenants have insufficient evidence to prove all of their claims. However, I

do find the Tenants have shown the Landlords interfered with their mail and refused access to the rental unit for the Tenants to remove all their belongings.

The Tenants were not required to vacate the rental unit as they had not been given a Notice to End Tenancy by the Landlords. Verbal notices to end tenancy are of no effect under the Act.

I do find the Landlords' interference with their mail caused the Tenants to suffer a loss of quiet enjoyment of the rental unit. I award the Tenants \$100.00 for this loss.

I also find that the Landlords had no right to prevent the Tenants from removing all of their personal property from the rental unit, even if the Tenants had changed the locks without property authority. As the Tenants had insufficient proof of this loss, such as receipts or invoices for these items, I award them a nominal amount of \$125.00 for this loss.

Therefore, I find that the Tenants have established a total monetary claim of **\$225.00**, comprised of the above described amounts.

I grant the Tenants an order under section 67 for the balance due of **\$225.00**. This order must be served on the Landlords and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

As both parties appear to have little understanding of their responsibilities and rights under the Act, I have also provided both a copy of a guidebook to the Act for their use.

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: August 09, 2010.

Dispute Resolution Officer