Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes   CNC, CNR, MNDC, OLC, LRE, AAT

Introduction

This was the hearing of an application by the tenant to cancel Notices to End Tenancy, for a monetary order and for orders that the landlord comply with the Act, suspending or setting conditions on the landlord's right of access and allow access to the rental unit for the tenant and his guests.

Issues(s) to be Decided

Should the Notices to end Tenancy be cancelled?
Is the tenant entitled to any of the other remedies claimed?

Background and Evidence

The rental property is a residential house. The landlord rents individual room s in the house and occupants share kitchen and bath facilities. The tenancy began April 1, 2010. The tenant testified that the monthly rent was $325.00 and he paid a $165.00 security deposit in cash soon afterwards. The tenant submitted his copy of the tenancy agreement to the government housing office to confirm his rent the purpose of receiving benefits. The landlord served the tenant with two Notices to End Tenancy. One Notice dated August 17, 2010 was a 10 day Notice for unpaid rent. It alleged that the tenant failed to pay rent in the amount of 300.00 that was due on August 1, 2010. The second one month Notice was dated September 14, 2010. In it the landlord claimed that the tenant allowed an unreasonable number of occupants in the rental unit, interfered with or disturbed another occupant or the landlord and claimed that the tenant engaged in

illegal activity that had adversely affected the quiet enjoyment of another occupant or the landlord. The landlord also claimed that the tenant did not pay a security deposit within 30 days.

The landlord submitted a copy of a tenancy agreement with the tenant. The agreement was dated April 1, 2010. It was apparent that the rental amount in the agreement had been altered to state the monthly amount of $275.00. The amount of the required deposit was also changed to make the amount $187.50.

The tenant submitted statements from two female acquaintances; each stated that she had been at the tenant's room for a proper purpose and had been yelled at and ordered out of the room by the landlord. The tenant produced a report from a service technician to establish that the telephone in the rental property had been disabled by removal of the telephone modem.

Analysis

I find that the evidence established that the agreed rent for the rental unit was $325.00 per month and the tenancy agreement was altered by the landlord to provide for a rent of $375.00. This was done without the knowledge or consent of the tenant. Based on the testimony of the tenant and the receipts provided, I find that the rent has been paid up to September 30, 2010. The Notice to End Tenancy for unpaid rent is therefore cancelled.

With respect to the Notice to End Tenancy for cause, the landlord has not provided any convincing evidence to show that there is cause to end the tenancy. I order that the one month Notice to End Tenancy for cause be, and is hereby cancelled.

The tenant stated at the hearing that despite the cancellation of the Notices to End Tenancy, he intends to move at the end of September because of the conduct of the landlord and because the tenant desires more harmonious living conditions. I find that

the tenant has suffered a significant loss of his quiet enjoyment over the course of the tenancy as a result of the landlord's unreasonable conduct in interfering with the tenant's guests, the deprivation of telephone service and conduct that amounts to harassment. I award the tenant the sum of $150.00 for loss of quiet enjoyment and I grant the tenant a monetary order in the said amount under section 67. This order may be registered in the Small Claims Court and enforced as an order of that court.

I make no order with respect to the tenant's security deposit; it must be dealt with in accordance with section 38 of the *Residential Tenancy Act* after the tenancy has ended.