



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, FF

Introduction

This was an application by the tenant for a monetary order. When the application was filed on October 27, 2010 the tenancy was continuing. The tenant applied for orders that the landlord comply with the Act, Regulation or tenancy agreement, for repair orders, an order that the landlord provide services or facilities and for an order suspending, or setting conditions on the landlord's right to enter the rental unit. The tenants moved out of the rental unit on November 14, 2010 and the only continuing claim is the application for a monetary order. The tenant and her mother who acts as her agent attempted to serve the landlord with the application for dispute resolution and Notice of Hearing by handing the documents to her on October 28, 2010. The landlord refused to accept the documents and insisted that they be sent to her by registered mail. The tenant sent the documents to the landlord by registered mail on October 28, 2010. The landlord did not claim the registered mail, however, failure or refusal to accept registered mail does not invalidate service of the documents; pursuant to section 90 of the *Residential Tenancy Act* they are deemed to have been received on the 5th day after mailing. I find that the landlord was properly served with the application and Notice of Hearing.

Issues(s) to be Decided

Is the tenant entitled to a monetary order and if so, in what amount?

Background and Evidence

The tenancy agreement began September 1, 2010. The tenant, her boyfriend, TZ and her mother KW were named as tenants on the tenancy agreement. The rental unit was a suite in the landlord's house. Monthly rent in the amount of \$1,175.0 was payable on the first of each month. The tenant paid a security deposit of \$587.50 at the commencement of the tenancy. The tenancy agreement was prepared by the landlord, and provided that the tenancy was a month to month tenancy, but it also provided that the tenancy would end on April 30, 2011.

The agreement provided that the tenants would pay two thirds of the utilities, but when the landlord was away they would have to pay all the utilities.

The tenant and her boyfriend are university students attending the University of Victoria. The tenant's mother has acted on her behalf and has made rental payments to the landlord during the tenancy. The tenant testified that from the outset of the tenancy the landlord has harassed the tenants, interfered with their use of the rental unit, and restricted use of electricity and electrical appliances in the rental unit. The tenant testified that the landlord turned off electrical power to the washer and dryer that also affected other power outlets in the rental unit. According to the tenant the landlord did so when she thought the tenants were using too much electricity. The tenant testified that the landlord frequently disturbed them and interfered with their quiet enjoyment by knocking on the door and yelling at the tenants to turn off lights or stop using electricity. The landlord demanded private information from the tenants including their school schedules. The tenant testified that the landlord has demanded inspections of the rental unit that exceed the frequency allowed by the *Residential Tenancy Act*. Further that landlord has entered the rental unit surreptitiously and without permission.

The tenant testified that the landlord's behaviour became more bizarre when she accused the tenants of being "gangstalkers", of operating a grow-op' and of cutting the ceiling in the rental unit with a knife. I accept the tenant's testimony that none of these accusations are true. Due to the landlord's constant interferences, restriction of services, unfounded accusations, harassment and interference with their quiet

enjoyment of the rental unit the tenants gave written notice on October 31st that they would move out on November 30, 2010. The tenants moved out on November 13, 2010. They paid rent for the month of November in the amount of \$1,175.00.

Analysis and Conclusion

Based on the tenant's testimony and the written documents submitted, I am satisfied that the tenant accurately described the landlord's conduct and behaviour as "harassment". The tenant submitted video evidence; I was not able to view that evidence, but based on the testimony and documentary evidence submitted I find that the tenants were justified in ending the tenancy due to the landlord's conduct towards them. I find that the tenant is entitled to compensation from the landlord for loss of quiet enjoyment. The tenants moved out of the rental unit on November 13, 2010 due in large measure to the bizarre accusations made by the landlord. The landlord's conduct and remarks have made them feel insecure and unsafe in the rental unit. The tenancy for half of November has been of no value to the tenants and they have relocated to other accommodation. I find that the tenant's claim in the amount of one month's rent is amply justified on the basis of loss of quiet enjoyment and I award the applicants the sum of \$1,175.00. The applicants are entitled to recover the \$50.00 filing fee paid for the application for a total award of \$1,225.00 and I grant the applicants an order under section 67 in the said amount. This order may be registered in the Small Claims Court and enforced as an order of that court.

Dated: November 24, 2010.
