



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, FF, O

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation for loss - Section 67;
2. An Order for the Landlord to comply with the Act, regulation or tenancy agreement – Section 62;
3. An Order to recover the filing fee for this application - Section 72; and
4. Other

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on July 2, 2011. The Tenant was employed on that date as a night security person and in exchange for the employment services, the Tenant was provided at no cost, a unit that included meals, parking, utilities, cable, internet and laundry facilities. On August 31, 2011, the Tenant’s employment was terminated and the Landlord served the Tenant with the Notice to End Tenancy on September 2, 2011. This date is amended to comply with the Act to set the effective date at October 31, 2011. The Tenant is not disputing the Notice and the unit will be vacated on that date.

The Tenant states that since the beginning of the tenancy, she has not had cable or internet and that, for a period of 2 weeks in September following the termination of her employment, she was refused meals and access to laundry. The Tenant states that these services have since been reinstated, but are conditional: she is not allowed to prepare her own meals, is now being provided left over or inadequate meals and she cannot access the laundry room as readily as before. The Tenant states that she requires access to the kitchen to prepare her own meals due to severe allergies.

The Tenant states that her access to the common area has been restricted to use only before 9:00 pm and that before this access was never restricted. The Tenant states that the Landlord is harassing her for rent and a damage deposit for the month of October and, combined with her other claims of restriction in services or facilities, is breaching her right of quiet enjoyment of the unit. The Tenant claims the amount of \$4,999.00 in damages for this loss. The Tenant clarified at the Hearing that the claim for "Other" was in relation to the compensation request and therefore covered by that claimed item.

The Landlord does not dispute that the meals and laundry facilities were denied to the Tenant for a period of two weeks but state that this was done in error has since been reinstated. The Landlord states that no employee has unrestricted access to the kitchen and that meals are provided to employees, including the Tenant at the set meal times. The Landlord states that the Tenant has never had unrestricted access to the kitchen to prepare her own meals. The Landlord states that allergies are regularly taken into account for the provision of meals and that the Tenant did not inform the Landlord of any "severe allergies" until the application was made.

The Landlord states that although the cable and internet are provided with the tenancy, the Tenant did not inform the Landlord that the unit did not have cable or internet connection until the application and that since that time nothing has been done to ensure the Tenant is receiving this service. The Landlord states that the Tenant's access to the common area has been restricted from 9:00 pm in order to ensure the quiet to other tenants who are seniors. Further, the Landlord states that since the end of the Tenant's employment, the Tenant has had an increase in the number of guests using the building. The Landlord also states that a new employee has been retained and that this employee uses the common are to conduct work in the evenings and to enable access to an emergency phone, the only other emergency phone being located in the Tenant's unit and that therefore the use of the common room requires further considerations on access by the Tenant. The Landlord states that due to the error in the effective date of the Notice, the Landlord believed that the Tenant was obligated to pay rent following the termination of her employment for the month of October 2011. The Landlord disagrees however that the Tenant was harassed for this rental payment.

Analysis

Where a landlord ends the employment of a person to whom a rental unit was provided for the term of the employment, the Landlord may end the tenancy of that unit with 30 days notice and with an effective date not earlier than one month after the date the

tenant receives the notice and the day before the day in the month that rent, if any, is payable. As the effective date of the Notice has been automatically changed to October 31, 2011, I find that the Tenant is entitled to the unit as provided with the employment. Since there is no dispute that the unit was provided along with meals, parking, utilities, cable, internet and laundry access, and as there is no dispute that meals and laundry were denied to the Tenant for a two week period, I find that the Tenant is entitled to compensation for the loss of meals and laundry facilities in the amount of **\$300.00**. I find however that the provision of meals and laundry since that two week period is reasonably provided as described by the Landlord and the Tenant is therefore not entitled to any compensation for loss of free access to the kitchen or laundry. The Tenant is entitled to the provision of meals as served regularly during the scheduled meal periods and to the laundry as is reasonably available. Given the Tenant's non-disclosure to the Landlord during her employment of any severe food allergies and accepting the Landlord's evidence that food allergies are routinely considered for all tenants, I am unable to find that the Tenant's health has been or will be affected by not having unrestricted access to the kitchen to prepare her own meals.

As the Tenant did not inform the Landlord of the loss of any cable or internet, I find that the Tenant is not entitled to compensation for the loss of these services. I direct the Landlord however to ensure that the Tenant's unit has cable and internet access available as soon as possible and for the duration of the tenancy. Should the Tenant not receive cable as directed, the Tenant is at liberty to make an application for loss of these services from the date of the current application.

Given the evidence of the Landlord in relation to the temporary use of the common area by the night staff, I find that the restriction placed on the Tenant is reasonable and that the Tenant therefore has no valid claim to reimbursement for this restriction.

Harassment can be defined as persistent and unpleasant or hostile, unwelcome or uninvited verbal or physical conduct. While it is clear that the Landlord did annoy the Tenant by restricting or reducing her access to the kitchen and laundry, and by requesting rent to be paid, I cannot find that these actions were to the degree that would constitute harassment as contemplated by the Act. I therefore dismiss the Tenant's claim for compensation for harassment. As the Tenant's application has had merit, I find that the Tenant is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$350.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for the amount of **\$350.00**. If necessary, this order may be filed in the Small Claims Court 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: October 04, 2011.

Residential Tenancy Branch