



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The landlords confirmed that the tenant handed the landlords a copy of her dispute resolution hearing package on January 23, 2012. I am satisfied that the tenant served this package in accordance with the *Act* and that the parties exchanged their evidence with one another.

At the commencement of the hearing, the tenant withdrew her application for a monetary Order of \$1,500.00. Her application for a monetary Order is withdrawn.

Issues(s) to be Decided

Should an Order be issued to the landlord requiring the landlord to comply with the *Act*, regulation or tenancy agreement?

Background and Evidence

This periodic tenancy commenced on June 1, 2008. Monthly rent is set at \$360.00. The landlord continues to hold the tenant's \$162.50 security deposit paid on April 25, 2008.

In her original application, the tenant maintained that the landlord had failed to provide her with a copy of her residential tenancy agreement and asked for a \$1,500.00 monetary Order for her loss of privacy and quiet enjoyment of her rental premises. At the hearing, the tenant withdrew her request for a monetary Order and said that the landlord had subsequently given her a copy of her residential tenancy agreement.

The tenant testified that she remained concerned that the landlord had allowed an outside agency, a religious group, to distribute bakery goods to tenants in the building. This activity occurs every other Sunday afternoon from 2:30 p.m. until 3:00 p.m. from a common area near the front lobby of the building. She complained that this activity was creating excessive noise and interfering with her right to privacy and quiet enjoyment of the premises. In her January 21, 2012 letter to the landlord, she also objected to an ad for this religious group being placed in her personal mail box by a tenant living in her building.

The landlord submitted written evidence that the tenant's rental unit is 60 feet from the common lobby area where a church group was given permission by the landlord to distribute free bread to the tenants from a local bakery once every two weeks for a half hour period. They noted that the group does not knock on doors in the building nor do they press their beliefs on anyone. As the landlord felt that this was a valuable service provided to seniors within this building, the landlord had agreed to let the group distribute free bread in a quiet and respectful way. The tenant did not dispute the landlord's claim that there are 10 other rental units that are located closer to the front lobby where the bread is distributed than her rental unit. At the hearing, one of the landlord's representatives also noted that there are common areas on each of the floors of this five story apartment building and that anyone wishing to use a common area during the half hour when the lobby is being used could take the elevator to a higher floor and use the common area on any of the other floors.

Analysis

Section 28 of the Act reads in part as follows:

Protection of tenant's right to quiet enjoyment

28 *A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:*

- (a) reasonable privacy;*
- (b) freedom from unreasonable disturbance;*
- (c) exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 29 [landlord's right to enter rental unit restricted];*
- (d) use of common areas for reasonable and lawful purposes, free from significant interference.*

Although I have given the tenant's application and her concerns careful consideration, I do not find that the activity that concerns her has interfered with her right to quiet enjoyment and privacy as established under section 28 of the *Act*. I do not find that she has demonstrated that an activity occurring once every two weeks for a one-half hour period at the front of her building, some 60 feet from her rental unit, causes significant interference to her quiet enjoyment of her rental premises. I also find that the *Act* does not require landlords to monitor advertisements distributed between tenants in rental properties. For these reasons, I dismiss the tenant's application for an Order requiring the landlord to comply with the *Act*, regulation or tenancy agreement without leave to reapply.

Conclusion

The tenant's application for a monetary Order is withdrawn.

I dismiss the remainder of the tenant's application without leave to reapply.

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: February 17, 2012

Residential Tenancy Branch