



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *OPR, OPC, OPB, MNR, MNDC, CNR, CNC, FF*

Introduction,

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and for a monetary order for unpaid rent and the filing fee. The tenant applied for an order to cancel the notices to end tenancy and for a monetary order for compensation for loss under the *Act*.

Despite making application and having been served a notice of hearing by the tenant, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions. Since the landlord did not attend the hearing the landlord's application is dismissed and the notices to end tenancy are set aside. Therefore this hearing only dealt with the tenant's application for compensation.

Issues to be decided

Is the tenant entitled to a monetary order for compensation?

Background and Evidence

The tenancy started on August 01, 2011 for a fixed term of one year. The monthly rent is \$750.00 payable on the first of the month. Prior to moving in the tenant paid a security deposit of \$375.00. The tenant agreed that at the time of the hearing, she owed rent to the landlord

The tenant has applied for compensation in the amount of \$4,781.08. She stated that she had enrolled for a first aid class starting on June 04, 2012 and had paid a fee of \$650.00 for this three week course.

The tenant also stated that the landlord threatened her with eviction for non payment of rent and threatened to change the locks if the tenant did not pay the rent that she owed. The tenant stated that she did not pay the amount that the landlord was asking for and missed her course for fear of the locks being changed. The tenant wants to be compensated for the loss of the tuition fee of \$650.00.

The tenant stated that the landlord did not change the locks but harassed her for rent causing her to miss two weeks of work. The tenant could not recall the dates she missed work or the exact amount of lost wages. The tenant is also claiming \$750.00 which is rent for one month as compensation for the loss of quiet enjoyment and \$375.00 for the return of the security deposit.

Analysis

In order to prove an action for a breach of the covenant of quiet enjoyment, the tenant has to show that there has been a substantial interference with the ordinary and lawful enjoyment of the premises, by the landlord's actions that rendered the premises unfit for occupancy or to show that the landlord engaged in a course of repeated or persistent threatening or intimidating behaviour.

Based on the evidence filed by the tenant and her verbal testimony at the hearing, I find that the tenant has not established her claim for compensation for harassment or loss of enjoyment under the *Act*.

Conclusion

The applications of both parties are dismissed.

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: June 28, 2012.

Residential Tenancy Branch