



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

For the tenant: MNDC
For the landlord: MNR

Introduction

This hearing was convened in response to cross-applications by the parties for dispute resolution.

The tenant filed on August 30, 2012 pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. Compensation for loss of quiet enjoyment – Section 67

The landlord filed on September 12, 2012 pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. A monetary Order for unpaid rent – Section 67
2. An Order to retain the security deposit in satisfaction of the monetary claim- Section 38

Both parties attended the hearing and were given opportunity to present relevant evidence and make relevant submissions. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?
Is the tenant entitled to the monetary amounts claimed?

Background and Evidence

Each party acknowledged receipt of the other's document evidence. A copy of the tenancy agreement was provided. The tenancy ended by mutual agreement in the latter portion of September 2012. The parties agree that the rent for September 2012, in the amount of \$800.00 was not paid. The landlord currently retains the deposits of the tenancy in the sum of \$800.00.

The parties disagree as to the circumstances surrounding their conflicts and events leading to the dispute resulting in the demise of the tenancy. At the end of July 2012 the parties ensued in an altercation and the tenant called the Police claiming the landlord had assaulted them. Charges were not laid and the parties were advised by Police to keep the peace and avoid contact/speaking with one another. Some 3½ weeks later the tenant initiated contact with the landlord and another conflict ensued resulting in the landlord contacting Police. The tenant gave their notice to end, and subsequently determined to vacate at the end of September 2012, and the parties arrived at mutual agreement in this matter.

The tenant seeks compensation in the equivalent amount of 1 month's rent of \$800, claiming the landlord made her tenancy stressful during the month of August 2012. The tenant claims the landlord initially denied them a service the tenant claims was part of the tenancy agreement. The landlord disputes that laundry facilities are part of the tenancy agreement - provided into evidence. Subsequent to the alleged assault incident the tenancy conditions were, agreeably, stressed and uncomfortable due to the no contact conditions from Police. The stressed tenancy relationship again rose to dispute when the tenant purportedly insisted on contact with the landlord on August 24, 2012.

Analysis

It must be emphasized that the burden of proof rests on each applicant to prove their respective claims.

On the preponderance of all the evidence and testimony submitted by both parties, and on balance of probabilities, I have reached a Decision and find as follows:

Tenant's claim

I find that the tenancy agreement does not make reference to laundry facilities and that the landlord extended these facilities to the tenant in goodwill. Regardless of this fact, I accept the tenant's position that the tenancy became stressed and uncomfortable following their altercation at the end of July 2012. I accept the tenant's position that: following an altercation with allegations of assault, Police involvement, and direction by Police to not contact one another is, in the least, stressful and difficult. However, I find the tenant has not provided sufficient evidence to prove their claim that *solely* the actions or conduct of the landlord contributed to a disruption of the tenant's right to quiet enjoyment as afforded by Section 28 of the Act. As a result, **I dismiss** the tenant's application and the tenant's claims, without leave to reapply.

Landlord's claim

The parties agree that the rent for September 2012 was not paid. The landlord is entitled to the unpaid rent in the amount of \$800.00. As a result of all the foregoing, I find the landlord has established a total entitlement claim for **\$800.00**, without leave to reapply for an additional monetary order. The deposits held by the landlord will be offset from any award made herein, pursuant to Section 72 (2)(b).

Conclusion

The tenant's application **is dismissed**, without leave to reapply.

I Order the landlord may retain both deposits in the sum of \$800.00, in satisfaction of their award, without leave to reapply.

This Decision is final and binding on both parties.

It must be noted that the tenant elected to request a copy of this Decision from an office of the Residential Tenancy Branch, rather than have a copy mailed to them at their address.

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 09, 2012

Residential Tenancy Branch