



# 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 an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation in the amount of \$20.00, for the loss of his meal and for inconvenience. The tenant also applied for an order directing the landlord to comply with the *Act*.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

During the hearing, the tenant's advocate informed me that the tenant's monetary claim was for \$10.00 for the loss of his meal.

### **Issues to be decided**

Did the tenant suffer a monetary loss? Is the landlord negligent with regard to providing security in the building?

### **Background and Evidence**

The tenant stated that on October 10, he was cooking his meal in a common kitchen, when there was a commotion in the hallway. Two men were threatening each other with weapons. The tenant stated that he returned to his room and waited for about ten minutes. The men left the building and the tenant was too upset to eat his meal.

The tenant is claiming \$10.00 for the meal because by the time he was ready to eat, it was not edible. The landlord has also applied for an order directing the landlord to provide security in the hallway.

The landlord stated that the building has 24 hour security personnel on site. On October 10, the two men that were causing the disturbance were guests of other residents.

The building attendant and the security guard attended the scene immediately. Upon the arrival of the security staff, the two men ran away. Since the men had left, the landlord did not call the police.

### **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.

In this case, the landlord's staff attended the scene of the disturbance in a timely manner. As soon as they arrived, the men dispersed without incident. I find that the tenant has not proven that the landlord did not act responsibly and in a timely manner. I further find that the landlord is not responsible for the loss of the tenant's meal in the amount of \$10.00.

Section 32 of the *Residential Tenancy Act*, speaks to the landlord and tenant obligation to repair and maintain the rental unit. The landlord must provide and maintain the rental property in a state of decoration and repair that complies with the health, safety and housing standards required by law.

In this case, I find that the landlord has fulfilled his obligations by having 24 hour security in the building. Based on the sworn testimony of both parties, I find that the tenant has not proven negligence on the part of the landlord.

### **Conclusion**

The tenant's case is 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: November 14, 2012.

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Residential Tenancy Branch

