



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, OPL, OPR

### Introduction

This decision deals with two applications for dispute resolution, one brought by the tenants and one brought by the landlord. Both files were heard together.

The tenant's application is a request for a Monetary Order for \$2400.00.

The landlord's application was a request for an Order of Possession; however by the date of the hearing the tenants that already vacated the rental unit and therefore the landlord stated that an Order of Possession is no longer required.

Therefore today's hearing dealt strictly with the tenant's application.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

Are the tenants entitled to a Monetary Order for \$2400.00?

Background and Evidence

The tenants testified that:

- They believe they should be compensated because the landlord gave them numerous Notices to End Tenancy and as a result they ended up having to vacate the rental unit.
- They did not file a dispute of any of the notices and instead chose to move as a result of a 10 day Notice to End Tenancy for nonpayment of rent.
- They believe the landlord did not follow the Residential Tenancy Act and therefore they should be compensated \$2400.00 for loss of quiet enjoyment of the rental property, and for moving costs.

Analysis

It is my decision that I will not allow the claim for compensation of \$2400.00.

The tenant(s) allege that the landlords frequent Notices to End Tenancy are a breach of the tenants right to “quiet enjoyment”. A very similar case was dealt with in the Supreme Court case of *Whiffin v. Glass & Glass* (July 26, 1996) *Vancouver Registry No. F882525 (BCSC)*, in which case it was held that attempts by a landlord to end a tenancy, if he believes he has grounds, do not constitute a breach of the covenant of quiet enjoyment of the premises. That case is the authority over this issue, and states that as long as the landlord believes he has reason to end the tenancy, he can make that assertion “frequently, emphatically and even rudely” and that a landlord is entitled to threaten proceedings in the courts for possession, even if the landlord is wrong. The tenants remedy is to dispute the notice ending the tenancy once given.

In this case the tenants did not file a dispute of any of the Notices to End Tenancy, and instead vacated the rental unit pursuant to the 10 day Notice to End Tenancy for nonpayment of rent.

There is no requirement for landlord to pay compensation to the tenants when they vacate as a result of a 10 day notice for nonpayment of rent.

### Conclusion

The tenant's application for a Monetary Order is dismissed, in full, without leave to reapply.

As stated above the landlords application was withdrawn as the tenants and vacated the rental unit and she now has possession.

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: September 05, 2013

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Residential Tenancy Branch

