



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Prospero International Realty Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNDC, OLC, LRE, AS, FF

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenants have requested compensation in the sum of \$70.00 as damage or loss under the Act; an Order the landlord comply with the Act, that limits be placed on the landlord's right to enter the rental unit; that the tenants be allowed to change the locks to the rental unit and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

The tenants provided affirmed testimony that on June 7, 2014 they attended the landlord's office and personally served the copies of the Application for Dispute Resolution and Notice of Hearing to a representative of the landlord. The receptionist had an employee come to the front to accept the hearing documents.

These documents are deemed to have been served in accordance with section 89 and 90 of the Act; however the landlord did not appear at the hearing.

Background and Evidence

The tenant's provided a written summary of an event that occurred on May 31, 2014. The landlord's agent entered their apartment while they were out. The tenants had friends in the apartment who were then verbally abused by the landlord's agent. The agent yelled and screamed at the people present in the unit. The tenants then returned to the unit and the agent began yelling and screaming at them; making personal accusations, insulting the tenants and accusing them of using drugs.

Within several weeks of receipt of Notice of this hearing and the written summary issued by the tenants, the landlord issued a letter to the tenants, indicating that the agent no longer worked for them.

The tenants said they are willing to withdraw the request for monetary compensation and feel that illegal entry is no longer an issue.

The tenants requested return of the filing fee.

Analysis

Section 28 of the Act provides:

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*

The landlord has not attended the hearing to dispute the events that the tenants say occurred on May 4, 2014. Therefore, in the balance of probabilities, I find that the tenants did suffer a loss of quiet enjoyment when the agent for the landlord entered the unit, contrary to the Act, and began to verbally abuse the tenants.

The tenants are now satisfied that the landlord is respecting their right to privacy and have withdrawn the request for monetary compensation, limits on entry by the landlord and to change the locks.

As the claim does have merit I find that they are entitled to recover the \$50.00 filing fee which may be deducted from the next month's rent.

Conclusion

The claim has merit.

The tenant's are entitled to deduct the \$50.00 filing fee from the next month's rent due.

This decision is final and binding and 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: July 25, 2014

