



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes: CNC, MNDC, LAT, FF

### Introduction

This hearing was scheduled in response to an application by the tenants for cancellation of a notice to end tenancy for cause / a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / authority to change the locks to the rental unit / and recovery of the filing fee. Both parties attended and / or were represented and gave affirmed testimony.

During the hearing the parties confirmed that tenancy ended effective September 30, 2014, which is after the time when the application was filed on August 27, 2014. In the result, I consider the application for cancellation of a notice to end tenancy for cause, and the application for authority to change the locks to the rental unit to be withdrawn.

### Issue(s) to be Decided

Whether the tenants are entitled to a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / and recovery of the filing fee.

### Background and Evidence

Pursuant to a written tenancy agreement the term of tenancy is from October 01, 2013 to October 01, 2014. The agreement provides that at the end of the fixed term the tenancy may continue on a month-to-month basis or another fixed length of time. Monthly rent of \$850.00 is due and payable in advance on the first day of each month, and a security deposit of \$425.00 was collected. A move-in condition inspection report was completed with the participation of both parties.

Pursuant to section 47 of the Act which speaks to **Landlord's notice: cause**, the landlord issued a 1 month notice to end tenancy dated August 20, 2014. The date shown on the notice by when the tenants must vacate the unit is September 30, 2014. The tenants filed an application to dispute the notice on August 28, 2014, but subsequently vacated the unit on September 30, 2014. The tenants' full security deposit was repaid at the end of tenancy. A move-out condition inspection report was not completed.

In addition to recovery of the \$100.00 filing fee, the tenants seek compensation of \$5,950.00, the details of which are set out below.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: [www.gov.bc.ca/landlordtenant](http://www.gov.bc.ca/landlordtenant)

Based on the documentary evidence and testimony, the aspects of the application and my related findings are set out below.

*\$1,700.00: (2 x \$850.00) 2 months' rent reflecting what the tenants consider is the statutory entitlement when a landlord seeks to end tenancy for landlord's use of property (alleged intent to sell property)*

Section 51 of the Act addresses **Tenant's compensation: section 49 notice**. According to the circumstances of a dispute, a tenant may ultimately be successful in applying for compensation which is the equivalent of up to 2 months' rent under the tenancy agreement. However, such an entitlement arises out of the issuance of a 2 month notice to end tenancy for landlord's use of property. In the subject dispute, no such notice was issued. Rather, a 1 month notice to end tenancy for cause was issued, in relation to which the compensation referred to above does not apply. Accordingly, this aspect of the application is hereby dismissed.

---

*\$4,250.00: (5 x \$850.00) reimbursement of 5 months' rent as a reflection of allegedly miscellaneous and continuous breaches of the right to quiet enjoyment.*

Section 28 of the Act addresses **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.

Further, Residential Tenancy Policy Guideline # 6 speaks to “Right to Quiet Enjoyment.”

I find that during term of tenancy there were numerous upsets between the parties which arose from problems including, but not limited to, the landlord’s concern around an alleged increase in the cost of utilities used by the tenants, repeated parking in the landlord’s driveway by tenants’ guests, late payment of rent, failure to issue receipts, mutual rudeness, and allegedly inadequate notice of landlord’s intent to enter the unit.

I find there is insufficient evidence that the mutual interpersonal difficulties encountered by the parties were a function of a breach of the right to quiet enjoyment, and ultimately the parties resolved an increasingly difficult relationship by ending the tenancy. In short, I find that the tenants have failed to meet the burden of proving entitlement to the compensation sought, and this aspect of the application is therefore hereby dismissed.

-----  
\$100.00: *filing fee*

As the tenants have not succeeded with the principal aspects of their application, the application to recover the filing fee is also hereby dismissed.

### Conclusion

The tenants’ application is hereby dismissed in its entirety.

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 23, 2014

---

Residential Tenancy Branch

