



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC / MNDC

Introduction

This hearing concerns the tenant's application for cancellation of a notice to end tenancy for cause / and a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on March 01, 2014. Monthly rent of \$725.00 is due and payable in advance on the first day of each month, and a security deposit of \$362.60 was collected.

Pursuant to section 47 of the Act which speaks to **Landlord's notice: cause**, the landlord issued a 1 month notice to end tenancy. While the notice is dated August 30, 2014, the parties agreed that this is a mistake, and that the notice was more likely completed on July 31, 2014. It is understood that the notice was served by posting on the unit door on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is August 31, 2014, and there are several reasons identified on the notice in support of its issuance. Subsequently, the tenant filed an application to dispute the notice on August 12, 2014.

Thereafter, the tenant vacated the unit on September 30, 2014, and returned all keys to the landlord on October 01, 2014. The parties testified that they reached a mutual agreement between them in regard to the disposition of the tenant's security deposit.

As the tenant has now vacated the unit, she withdrew her application for cancellation of the notice to end tenancy. However, she seeks compensation of \$1,450.00. The tenant claims that her entitlement to compensation arises from feeling harassed by other

residents in the building, and being disturbed by the noise from other residents, particularly the one who resided in the unit located immediately beneath hers. While she also suspects that photographs were taken of her and others within her unit, neither she nor the landlord had seen any such photographs. The tenant testified that she did not take any of these concerns to the landlord's attention during the term of her tenancy.

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

Section 28 of the Act addresses **Protection of tenant's right to quiet enjoyment**, and Residential Tenancy Policy Guideline # 6 speaks to "Right to Quiet Enjoyment."

Having considered the documentary evidence, in addition to the testimony of the parties, I find that the tenant has failed to meet the burden of proving entitlement to the compensation claimed. Specifically, there is no evidence that during the term of her tenancy she documented any concerns about the conduct or behaviour of other residents in the building and / or took her concerns to the attention of the landlord. Rather, evidence includes letters of complaint from other residents about the tenant, and 2 warning letters issued to the tenant by the landlord. Further, there is no evidence of any photographs having been taken of the tenant or others in her unit. In the result, the tenant's application for compensation must be dismissed.

Conclusion

The tenant withdrew her application for cancellation of a notice to end tenancy. The tenant's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement is hereby 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: October 08, 2014

Residential Tenancy Branch

