Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Landlord's Application: MNDC, FF
Tenant's Application: MNDC

Introduction

These hearings were convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the Tenants and the Landlord for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement. The Landlord also applied to recover the filing fee from the Tenants.

Preliminary Issues (Original Hearing)

Both parties appeared for the original hearing and confirmed receipt of each other's Application and documentary evidence. However, the Tenants had submitted digital evidence on a USB stick to the Residential Tenancy Branch outside of the time limits set out by the Rules of Procedure which was not in the file for the original hearing. The Landlord confirmed receipt of this digital evidence and submitted that she had viewed it but needed more time to consider it. The Tenants also submitted that they had been served 44 pages of written evidence prior to the original hearing by the Landlord which did not give them sufficient time prior to the original hearing to go through the extensive content of the evidence and requested an adjournment on this basis.

As a result, the original hearing was adjourned and an interim decision was issued to the parties requiring the parties to resubmit their same evidence submitted prior to the original hearing in a format that is labelled and could be more easily followed during the reconvened hearing. The interim decision required this to be submitted to both parties as well as to the Residential Tenancy Branch.

Preliminary Issues (First Reconvened Hearing)

Both parties appeared for the first reconvened hearing and I determined that the Tenants had resubmitted a copy of their original evidence in an orderly fashion and that I had received the Tenant's digital evidence that was not before me for the original hearing.

The Landlord had **not** re-submitted a copy of her own original evidence even though this was required of her in the interim decision. The Landlord argued that she had been served a copy of

the Tenant's re-submitted evidence late and that she had been away for the period of time after it was served until this hearing.

The Landlord had been provided with the Tenant's original evidence prior to the original hearing and I found that the Landlord had sufficient time to review the Tenants' evidence and respond to it prior to the first reconvened hearing. The Landlord argued that she received the Tenants' resubmitted evidence late, but I find that the reason for requesting the re-submitting of the parties' evidence by me was to facilitate the easy flow for the first reconvened hearing by asking both parties to re-submit their original evidence which the Landlord failed to do.

I found that the Landlord's time to review the Tenants' evidence did not start after the service of the Tenants' re-submitted evidence but from the time the original hearing in July, 2014 was adjourned, at which point the Landlord was in possession of the Tenants' evidence used in these proceedings. I find that the Landlord was served with the Tenants' evidence relied upon for the original hearing and I was not willing to adjourn the hearing on the basis that the Landlord did not have sufficient time to respond to it as I find that this was not the case.

Furthermore, I determined that the Tenants' digital evidence mainly comprised of email and text message conversations and video footage which the Landlord would have been aware of. In addition, the first reconvened hearing heard the Tenants' Application which was adjourned to hear the Landlord's Application for the second reconvened hearing due to time restrictions. As a result, I find that the Landlord had a further opportunity to consider the Tenants' evidence for the second reconvened hearing.

Preliminary Issues (Second Reconvened Hearing)

The Tenants failed to appear for the second reconvened hearing during which the Landlord testified and presented evidence for the two hour duration of the hearing.

During all the hearings, the participants were given a full opportunity to be heard, to present their affirmed testimony, to make submissions and to cross-examine one another. While I have turned my mind to the extensive documentary and digital evidence presented during the hearings, not all details of the respective submissions and arguments are referred to in my decision.

Issue(s) to be Decided

- Are the parties entitled to monetary compensation for damage or loss under the Act, regulation or tenancy agreement?

Background and Evidence

Both parties agreed that this tenancy started on December 1, 2013 on a month to month basis. Rent under the written tenancy agreement was payable by the Tenants in the amount of $1,025.00 which was due on the first day of each month. The written tenancy agreement shows that among other things water, electricity, heat and free laundry were included in the rent. The parties agreed that although not documented, the Landlord also was required to provide free internet as part of the rent payable.

The Tenants vacated the rental suite at the end of March, 2014 in accordance with a notice to end tenancy for cause issued to them with an effective vacancy date of March 31, 2014. The Tenants paid full rent for the duration of the tenancy.

Tenants' Application

The Tenants allege that the Landlord failed to provide and restricted services required under the tenancy agreement and that the Landlord intentionally and maliciously harassed them which affected their quiet enjoyment of the rental unit, ultimately leading them to end the tenancy. The male Tenant presented the following evidence and oral testimony in support of their Application during the first reconvened hearing.

The Tenant alleged that that the Landlord failed to provide them with appropriate heat for the rental suite and that the temperature in their suite during the cold period of the tenancy's duration was typically below 14 degrees for the most part.

In the first reconvened hearing the Tenant called a witness (who was the father of one of the Tenants) who testified that it was cold in the rental suite during the duration of the tenancy. The Tenant testified that the thermostat for the heat system was located in the Landlord's suite upstairs and the Landlord kept it low for the duration of the tenancy.

The Tenant referred to e-mail and text message evidence where he made multiple requests to remedy the issue. However, the Tenant testified that it was not remedied at all and culminated in the Landlord telling the Tenants to wear sweaters.

The Tenant testified that on January 26, 2014, the Landlord wanted to examine their washing machine because she suspected that the Tenants were doing their laundry with hot water as her utility bills had increased. The Landlord sent over her boyfriend who examined the washing machine.

However, after the Landlord's boyfriend completed the repair, the Tenants noticed that he had moved the hot water pipe and connected it to the cold water tap, thus preventing the Tenants from using hot water to do their laundry. During the course of the hearing, it was determined that the Tenants had reconnected the washing machine back to the hot water tap. The Tenants also submitted that they rarely washed their clothes on the hot water cycle and only used the warm cycle of the washing machine.

The Tenants testified that they were served with a notice to end tenancy for repeatedly late payment of rent and for adversely affecting the quiet enjoyment, security and safety of the

Landlord. The Tenant testified that the Landlord was serving them the notice because they constantly argued and this caused disturbance to the Landlord, and that she was intending to rent the suite to a working couple as they would not be home all the time using utilities. The Tenant submitted that the real reason that this notice was served to them was because the Landlord could not afford the utilities used by them which the Tenants submitted were not excessive.

The Tenant testified that by this point the relationship between the parties had become strained and the Landlord began to directly harass them. The Tenant referred to an incident on March 2, 2014 during which the Landlord stomped on the floor and slammed the doors in the early hours of the morning and shouted obscenities at them including “Get out of my house, you are not living here for free”.

The Landlord then left for work and on her return the Landlord began to play loud music on repeat which sounded as if she had placed her speakers in the floor air vents of her rental unit to amplify the sound. While the music was playing, the Landlord jumped up and down on the floor shouting more obscenities and then left her suite leaving the music playing through the vents.

The Tenants called upon their witness who verified the loud music and testified that he had turned off the electrical breakers for the Tenants when he arrived to the unit in an effort to mute the music.

The Tenant explained that they called the police and the by-law officers who were unable to take any action. In support of this event the Tenants provided video and audio evidence of the loud music coming into their suite. The Tenant also referred to text message evidence where the Landlord had accidently sent the Tenant a text message which was intended for someone else in which she mentions that she had been stomping on the Tenants’ floor. When the Landlord realised that she had sent this message to the wrong person she admitted in the text message that this was sent to the wrong party. The Tenant explained that the very same disturbance started again the next day.

The Tenant testified that on March 4, 2014 the Landlord completed an inspection of the rental suite during which the Landlord and her boyfriend verbally confronted the Tenants with no intention of inspecting the suite. The Tenant testified that during this inspection the Landlord and her boyfriend did make modifications once again to the washing machine to stop it from using the hot water.

The Tenant testified that on March 12, 2014 the Landlord requested in a text message that they turn off the gas fireplace in the bedroom and that if they did not then the Tenants were to consider it as their notice for the Landlord to enter their suite in order to turn it off. The Tenant explained that they complied with her instructions as they did not know what their rights were and because they felt intimidated.

The Tenant testified that on March 14, 2014 the Landlord sent them a text explaining that she was going to show the rental suite the following day for a period of 1.5 hours and that the Tenants were not to be present as this would hinder the showing.

The Tenant responded to the message explaining that the Landlord was required to provide a specific time and that based on the lack of trust between the parties they wanted to know this information in order to be present. The Tenant requested in a reply text message for the Landlord to provide proper legal notice with the required details of the date and time of the entry and that text message communication was not appropriate for this type of notice under the circumstances.

The Tenant testified that on March 17, 2014 they did receive a proper notice from the Landlord, the reason being to eliminate the use of their gas fireplace. The Tenants explained to the Landlord that this would be regarded as a restriction of their service and as a result contacted the Residential Tenancy Branch who cautioned the Tenant about stopping the Landlord from entering the rental unit and they should look at other remedies under the Act to deal with the situation. The Tenants explained that they waited for three hours for the Landlord to appear as per the notice but the Landlord did not.

The Tenants testified that throughout the month of March, 2014 they had sporadic loss of their internet service. The Tenant provided photographic evidence from their computer to indicate that there was no internet connectivity. When the issue was brought to the attention of the Landlord, the Landlord explained that the loss of the internet was due to them overloading the bandwidth with overuse and that she had upgraded the service. The Tenant provided text message evidence showing repeated requests from the Landlord to have internet service restored. The Tenant testified that the Landlord would turn the internet off in the mornings when she left her suite and would turn it back on when she returned in the evenings.

The female Tenant spoke at length regarding an incident which occurred on March 22, 2014 when the male Tenant was not present because he was out completing an online course as they did not have internet access; she testified that she heard her bedroom window slam shut while she was sleeping in the evening. When she went into the bedroom she opened the window again as she was ill and needed fresh air.

The following morning the female Tenant once again heard the window slam shut and again went to the bedroom window and saw the Landlord walking away. The female Tenant then opened the window again and this time remained in the room with a video camera. The Tenants referred to the video footage which shows the Landlord who appeared in the footage and was screwing the window shut. The female Tenant called the police who attended the rental suite and spoke to the Landlord. The Tenants were information by the police that the Landlord explained to them that she thought there was a leak in the rental unit. No further action was taken by police.

Landlord's Response and Application

The Landlord made a number of submissions during the first reconvened hearing in relation to the Tenants' Application but this hearing had to be adjourned to allow more time for the Landlord to complete her submissions and present her evidence.

In the second reconvened hearing, the Tenants failed to appear and the Landlord continued to present undisputed oral testimony during the hearing as follows.

The Landlord testified that she disputed most of the events described by the Tenants and submitted that she was not malicious and not motivated by their use of excess utilities. The Landlord testified that it was the Tenants' constant disturbances that led to stress and frustration for her during the tenancy and the issuing of the notice to end tenancy.

The Landlord apologised for the lack of heat and explained that this was due to a faulty heat pump which was blowing cold air into the Tenants' suite. The Landlord testified that the Tenants did not inform her that their rental suite was cold during December, 2013 and only made reference to this in text message communication on January 26, 2014 which the Landlord had initiated.

The Landlord testified that she had arranged a contractor to come out to examine and repair the furnace and had asked the Tenants to wear sweaters while the repair was taking place. The Landlord submitted that the Tenants had made out that she had no intention to fix the furnace and that they should wear sweaters for the remainder of the tenancy which was not the case.

The Landlord testified that she had received no more complaints from the Tenants about the heat and referred to text message communication where the Landlord asks the Tenants if the heat is too high and the Tenants respond stating that the temperate is perfect

The Landlord explained that the gas fireplace in the bedroom had only been provided to the Tenants for aesthetic reasons and that it was not intended for their use to heat the rental suite which they did. This was the reason why the Landlord sought to disconnect the fireplace in the bedroom. The Landlord referred to an e-mail dated October 23, 2013 between the parties before the tenancy had started, which clearly stipulated that the bedroom fireplace was not to be used as a source of heat and it was only being provided for ambience. The Landlord explained that the parties were informed that at night she would turn down the heat to the property and turn it back up during the day time. The Landlord then referred to another e-mail which was a response from the Tenants who acknowledged that they understood this arrangement before they entered into the tenancy.

The Landlord testified that the washing machine was set on a low utility usage and when they examined the washing machine they discovered that the Tenants had changed the pipe settings to the hot water level which they were not authorised to do.

The Landlord spoke at length about the Tenant's constant arguing which she explained caused much disturbance and stress to her during the tenancy, so much so that she spent a lot of time out of the house until she attempted to address the issue with the notice to end tenancy for cause. The Landlord referred to written statements from witnesses who verified that the Tenants

would often fight between themselves. The Landlord called her daughter as a witness to the hearing who provided affirmed testimony as to the disturbances created by the Tenants. The Landlord's daughter explained that she had visited and stayed in her mother's property many times and had witnessed the Tenants arguing; on some occasions this was so loud that they all had to leave with her children.

The Landlord admitted to playing her music loud and leaving it on while she left the house but stated that it was not excessively loud as presented by the Tenants and was only left on for about an hour. The Landlord explained that when she returned the Tenants had turned off the electricity and therefore the Tenants submission that it was being played over a long period of time was not valid. Furthermore, the Landlord pointed to the Tenants' time stamps of the video and audio recording of the music showing that they were made during the course of an hour and not several hours as testified to by the Tenants. The Landlord explained that she did not leave the music on in an effort to disturb the Tenants but more to cover the sound of them arguing.

The Landlord submitted that she did not stomp on the floors but did slam doors. However, this was in response to the Tenant's arguing between them and that she would often have to call the RCMP in relation to these incidents which is the reason why she gave them a notice to end tenancy.

The Landlord explained that the Tenants often had their windows open on cold days of winter and that this was causing her utilities to increase. The Landlord submitted that the Tenants were doing this intentionally in an effort to increase her utility costs because their relationship had deteriorated.

The Landlord admitted that there were times when there was sporadic loss of internet activity. However, the Landlord submitted that this was due to the Tenants overloading the bandwidth with their continually use and heavy illegal downloads which reflected levels similar to that of a business.

The Landlord provided an internet usage chart showing internet usage prior to and during the tenancy. The chart indicates that the internet usage doubled during the tenancy. The Landlord testified that she tried to solve this problem by asking the Tenants to stop overloading it which would often make it crash. The Landlord submitted that the router box was in her property and that she would often have to reboot it in order to get it working again; and this is how the Tenants were able to claim that they had no internet activity.

In relation to the written notice to enter the Tenants suite dated March 17, 2014, the Landlord explained that when she served it to the Tenants, the Tenants explained that they would not be allowing the Landlord into the rental suite and that was the reason why she did not appear for the inspection at 6 p.m. the next day. The Landlord referred to her text message evidence where the Tenants explained that they were not going to allow her in because she could not enter to disconnect the fireplace.

In relation to the March 22, 2014 incident, the Landlord explained that she did indeed screw down the Tenants' bedroom window and that this was a stupid mistake which she should not

have done. The Landlord explained that she saw the window open and feared that it would be left open all night out of malice by the Tenants.

In relation to the Tenants text message evidence of the Landlord slamming the doors, the Landlord explained that she was wrong to do this but this was a way for her to release some steam based on the Tenants' disturbances.

The Landlord applied for the loss of rent and claims that the Tenants prevented her from showing the rental suite in March, 2014 for re-rental in April, 2014.

The Landlord testified that she had provided a written notice to the Tenants dated March 18, 2014. The written notice which was provided in evidence and shows that the Landlord wanted to enter the rental suite on March 21, 2014 at 11:00 for one hour in order to show the suite to potential renters.

The Landlord's daughter testified that due to the deterioration of the relationship with the Tenants and her mother she took over the administration of the tenancy. The Landlord's daughter testified that she had served the above written notice to the Tenants by posting it to their door on March 18, 2014.

The Landlord's daughter testified that on March 21, 2014 she attended the Tenant's rental unit with the potential renter only to discover that the Tenants had locked the external screen door from the inside, thus preventing access to the rental suite. The Landlord's daughter testified that the Tenants' truck was parked on their driveway and there was no answer to the front door.

The Landlord also referred to text message evidence where she had requested on March 14, 2014 to conduct viewings the next day for new renters without the Tenants being present. The Landlord requested from the Tenants one and half hours to do the viewings. In the e-mail communication, the Tenant responded that they would not mind her doing any showings but they wanted to be present and that one and half hours was not acceptable. The Landlord responded in the text messages stating that the Tenants did not have a choice with regards to the time as she had a few people who wanted to see it and that most renters leave when a suite is being shown. After this point the Tenants demanded in the text message communication, that the Landlord provide them with proper notice to enter their rental suite in order to do showings.

Analysis

Analysis of Landlord's Application

The Landlord seeks the return of one month's loss of rent (April, 2014) based on an allegation that the Tenants impeded access to the rental suite to conduct viewings as she was not able to re-rent it until May, 2014.

The Landlord had issued the Tenants with a notice to end tenancy for cause in the month of February, 2014 which provided for an effective vacancy date of March 31, 2014. The Tenants accepted the notice to end tenancy and moved out on March 31, 2014 in accordance with the notice to end tenancy and were not in any rental arrears.

Policy Guideline 3 to the Act states that if a month to month tenancy is ended for cause, even for a fundamental breach, there can be no claim for loss of rent for the subsequent month after the notice to end tenancy is effective, because a notice given by the Tenant could have ended the tenancy at the same time.

However, the Landlord makes her claim based on an allegation that the Tenants hindered her ability to re-rent the suite for April, 2014 during the period of March, 2014 when they were still occupying the rental suite.

The Landlord relies on two occasions where she attempted to show the rental suite to potential renters, namely March 15, 2014 and March 21, 2014. On the first occasion, the Landlord attempted to obtain the Tenant's consent by e-mail as the parties had communicated in this way throughout the tenancy. However, the Tenants were not agreeable to these viewings and demanded from the Landlord proper written notice of the viewings.

Section 29 of the Act provides for a Landlord's entry into a rental suite and specifically requires the Landlord to provide 24 hours before the entry is effected and written notice detailing the date and time of the entry. Entry into the rental unit can also be affected with the Tenant's consent.

Based on this provision of the Act, I find that while the Landlord was justified in communicating with the Tenants on a potential date and time to arrange a viewing of the rental suite, the Landlord failed in her attempt to arrange a mutual date and time for the viewing. Therefore, the Landlord would have been required to look to the Act in order to affect her rights to show the rental suite. However, the Landlord did not provide proper written notice as the Tenants had requested. Instead she chose to give up on the viewing rather than making alternative arrangements with the potential renters after seeking to serve proper notice to the Tenants in accordance with the Act. As a result, I find that this is not sufficient evidence that the Tenants impeded the Landlord's ability to re-rent out the suite.

The Landlord also relies on the March 21, 2014 viewing. On this occasion I am satisfied that the Landlord did provide the Tenants with proper notice of the showing to be done on March 18, 2014 in accordance with the Act.

The Landlord's daughter testified that the Tenants had intentionally locked her out of the rental suite because she could not gain access as the Tenants had locked the screen door on the outside of the main door from the inside. I am not convinced that this evidence alone is sufficient to conclusively prove that the Tenants had intentionally locked the Landlord's daughter out for the showing. I find that if the Landlord intended to rely on this evidence then I would have preferred further evidence of this through digital evidence.

Furthermore, I turn to the Act in assessing the Landlord's Application for lost rent. Section 7(2) of the Act requires a party making a claim for monetary compensation to minimize loss. Policy Guideline 3 to the Act also requires that in all cases of claims for rental loss a Landlord must mitigate the loss by attempting to re-rent out the suite.

Based on the above findings and provisions of the Act, I find if I accept the Landlord's evidence regarding the second incident of March 21, 2014, this only shows that the Landlord began to search for renters on March 21, 2014 when the notice to end tenancy had been issued at the end of the previous month. Furthermore, I find that one incident is not sufficient evidence that the Tenants impeded the Landlord's ability to re-rent out the suite for the following month and that the Landlord had mitigated her loss. The Landlord also failed to provide evidence that she advertised the rental suite for April, 2014 and evidence to show that the rental suite had been re-rented for May, 2014, which would have further substantiated the actual loss claimed for April, 2014.

Based on the foregoing, I find that the Landlord has failed to provide sufficient evidence to prove her Application which I hereby dismiss.

Analysis of Tenants' Application

The Tenants explain in their Application that they seek two months compensation from the Landlord because she terminated and restricted their services without notice or a reduction in rent. In the Application, the Tenants also claim that the Landlord harassed them and intentionally affected their quiet enjoyment and breached the tenancy agreement.

In relation to the Tenants' claim that their services and facilities were terminated and restricted, I make the following findings based on the evidence of both parties including the Landlord's undisputed rebuttal testimony presented during the second reconvened hearing which was not attended by the Tenants.

Both parties rely on e-mail evidence in support of their submissions. On consideration of the e-mail communication, I find that each party relies on various portions of the text messages. However, I find that it is more appropriate to consider this evidence in its entity before making my findings.

The Tenants make their claim that their services were restricted and terminated, only at the end of the tenancy rather than addressing these issues through dispute resolution at the time they were occurring. The Tenants claim that there was little heat in the unit and this was being restricted by the Landlord intentionally. However, the Landlord had not been put on notice of this issue in writing until the end of January, 2014 and the Tenants also indicate in text messages that the heat in their unit was perfect after the heat issued had been raised. I find that the Tenants' witness testimony is not sufficient and conclusive evidence that the Tenants' suite was cold throughout the **entire** tenancy.

In relation to the Tenants' access to the internet, I accept the Landlord's evidence that the Tenants' put an excessive strain and burden on the service that often resulted in it malfunctioning based on the chart provided by the Landlord.

In relation to the conflicting evidence provided by both parties for the laundry issues, I accept the Tenants' evidence that the Landlord changed over the pipes in an effort to ensure that the

Tenants were not using excess hot water which was causing a problem to the Landlord. However, I also accept that the Tenants reverted the pipes to continue receiving the original service. Therefore, I find that there is not sufficient evidence that there was any loss to the Tenants in this respect.

In relation to the gas fireplace in the bedroom, I accept the Landlord's evidence that the Tenants were put on notice and acknowledged in writing that they were to not use the bedroom fireplace as the primary source of heating before they entered into the tenancy. Although such a term would be more appropriate to be documented as a term in a tenancy agreement, I am satisfied that the Landlord had not provided the gas fireplace to the Tenants for heating purposes. Therefore, I find that the Landlord did not restrict this service.

Having examined the e-mail evidence submitted by both parties to support all of the above claims, I find that there is not sufficient evidence to show that the Landlord intentionally and maliciously went out of her way to reduce or impede the services to the Tenants.

The e-mail correspondence shows that the Landlord acted diligently to address the concerns of the Tenants, by seeking repair of the gas furnace and speaking to the cable provider about the issues. Although this resulted in a deterioration of the relationship between the parties, there is not sufficient evidence that the Landlord terminated or restricted facilities and I find that the Tenants' evidence is no more compelling than the Landlord's evidence.

Furthermore, I find that the Tenants failed to use the remedies under the Act to address the issues at the time they occurred. For example, if the Tenants were not being provided with heat by the Landlord at the start of the tenancy and this was then brought to the attention of the Landlord in a text message after approximately two months, it would be reasonable to assume that for such a serious issue of not having heat in the rental suite, the Tenants would have sought remedy through dispute resolution.

Based on the foregoing and on the balance of probabilities, I find that the Tenants have failed to prove that the Landlord restricted or terminated their services provided under the tenancy agreement.

I finally turn my mind to the evidence provided by both parties in relation to the Tenants' claim for compensation for loss of quiet enjoyment of the tenancy. In considering the Tenant's claim for compensation I find that the Tenants have provided sufficient evidence that they suffered loss of peaceful and quiet enjoyment during this tenancy.

In support of this finding, I refer to two key pieces of evidence presented by the Tenants which suggest that there was a serious breach of the Act by the Landlord. The first is the inadvertent text message sent by the Landlord to the Tenants. In this text message the Landlord writes that she had slammed doors in the early hours of the morning which had woken the Tenants up and that it had felt good. The second breach is the video evidence which clearly shows the Landlord

screwing the Tenants' window shut as described above, in an effort to conserve the heat from the rental suite.

The Landlord made several attempts to justify this action explaining that she did this out of frustration. However, I find that this evidence is so compelling that it gives merit to the Tenants' remaining evidence regarding the loss of enjoyment which was disputed by the Landlord, such as the Landlord playing loud music, stomping on the floors and shouting obscenities. I further find that the screwing shut of the Tenants' window could have led to serious consequences if the Tenants needed to use the window to escape from an emergency such as a fire.

In considering the Landlord's evidence regarding the Tenant's disturbance to her, I find that the Landlord provided extensive and convincing evidence that the Tenants had also engaged in constant arguing throughout the tenancy. This was supported by the e-mail correspondence, the notice to end tenancy, witness testimony and statements as well as e-mail apologies from the Tenants for them arguing. However, I do find that the Tenants did not engage in this activity out of malice towards the Landlord.

In my determination of the amount to be awarded to the Tenants for the breach of their quiet enjoyment and unreasonable disturbance, I determine that these incidents began to occur during the month of March, 2014 after the Tenants had been given notice to end the tenancy. I have balanced the serious breach of the Act by the Landlord in the month of the March, 2014 with the disturbance created by the Tenants during the duration of the tenancy, and I determine that an appropriate amount of $525.00 be awarded to the Tenants for their loss and peaceful quiet enjoyment of the rental unit in March, 2014.

Conclusion

For the reasons set out above, I grant a Monetary Order in the amount of **$525.00** in favor of the Tenants pursuant to Section 67 of the Act. This order must be served on the Landlord and may then be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

The Landlord's Application is dismissed without leave to re-apply.

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: December 18, 2014

Residential Tenancy Branch