



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC MNDC

Introduction

This hearing dealt with the tenant's application to cancel a notice to end tenancy for cause, as well as for monetary compensation. The tenant, a witness for the tenant and both landlords participated in the teleconference hearing.

At the outset of the hearing the tenant stated that she intended to vacate the rental unit by October 1, 2015. The landlord agreed to an order of possession for that date. I therefore did not need to consider the notice to end tenancy.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. The parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The rental unit is a house, with the upper part of the house occupied by the applicant tenant and the lower part of the house occupied by another tenant, AL, though both tenants rent under the same tenancy agreement.

The tenant applied for monetary compensation on the basis that the landlord refused to deal with disturbances caused by the downstairs tenant, as well as for the cost of planting supplies.

In the hearing the tenant stated that she asked the landlord to deal with issues that were occurring between the tenant and the downstairs tenant AL and AL's guests. The tenant stated that instead of dealing with the problems, the landlord "fuelled the fire" by texting the tenant and AL separately and pitting them against each other. The tenant stated that she has medical conditions that become aggravated by stress, and the landlord's failure to deal with the problems caused the tenant extreme stress.

The tenant called AL as her witness. AL stated that she originally was going to be a witness for the landlord, but when she and the tenant met and compared text messages they realized the landlord was using them.

The landlord's response was that the tenant's loss of quiet enjoyment was due to AL and AL's guest, not the landlord. The landlord stated that she tried to resolve issues between the tenants, but the tenant refused to meet when AL's guest was present. The landlord stated that it was the tenant's responsibility to take care of the yard, and the tenant did not provide receipts to support that part of her claim.

I note that the landlord and the tenant submitted hundreds of pages of evidence, comprised mostly of text messages between the landlord and the tenant, the landlord and AL, and the tenant and AL. I note that the tenant frequently texted very lengthy messages to the landlord several times a day. I also note that in several of the landlord's text messages she expresses frustration because she got different stories from the tenant and AL.

Analysis

I find that the tenant is not entitled to monetary compensation. In regard to loss of quiet enjoyment, I find that the landlord did what she thought she could to resolve the issues between the tenants, until it was clear that the tenant would not cooperate except on her own terms. In regard to yard supplies, the tenant did not provide sufficient evidence to establish that the landlord gave the tenant explicit authorization to purchase yard supplies and that the landlord would reimburse the tenant for those supplies; neither did the tenant provide evidence showing the exact value of the items purchased.

Conclusion

I grant the landlord an order of possession effective October 1, 2015. As the tenant and AL are tenants under the same tenancy agreement, the tenancy will end for both tenants on this date. The tenants must be served with the order of possession. Should

the tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The tenant's monetary claim is 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: September 10, 2015

Residential Tenancy Branch

