



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding King George Ent. Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR MNDC FF

### Introduction

This hearing dealt with the tenant's application to cancel a notice to end tenancy, as well as for monetary compensation. The tenant and an agent for the landlord participated in the teleconference hearing.

Both 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 notice to end tenancy valid?  
Is the tenant entitled to compensation as claimed?

### Background and Evidence

#### *Notice to End Tenancy*

On September 11, 2015 the landlord served the tenant with a notice to end tenancy for unpaid rent of \$2,103.00. The landlord stated that the tenant had failed to pay monthly rent of \$681.00, due in advance on the first day of each month, for the months of July, August and September 2015. The landlord stated that they have not received any payment in rent since the notice was issued. In the hearing the landlord requested an order of possession.

The tenant acknowledged that he has not paid rent since June 2015. The tenant stated that he has been withholding the rent because the landlord has failed to address a serious problem that the tenant raised.

### *Monetary Compensation*

The tenant stated that beginning in June 2015 he suffered a loss of quiet enjoyment of his rental site because the neighbouring tenant would not remove her dog's feces. The tenant stated that the odour was terrible and it was made worse by the hot temperatures over the summer. The tenant stated that he was unable to open his window to cool down his bedroom because of the stench, and he was also unable to enjoy use of his front porch, as he had regularly done in the past. The tenant has applied for compensation totalling \$1,362.00, representing half of his rent for the months of June, July, August and September 2015.

The landlord acknowledged that there were some problems with the neighbouring tenant, and the landlord is now in the process of evicting her. The landlord stated that he hired someone to remove the dog feces in question.

### Analysis

#### *Notice to End Tenancy*

The notice to end tenancy for unpaid rent dated September 11, 2015 is valid. The tenant acknowledged that he has been withholding rent. The landlord requested an order of possession, and I accordingly grant the order of possession.

### *Monetary Compensation*

I accept the tenant's evidence that he lost quiet enjoyment of his site because of the neighbouring tenant's refusal to clean up her dog's feces. The tenant could not keep his window open or make use of his porch, and his regular use of his site was negatively impacted for the months of June through September 2015.

A landlord has the responsibility to provide the tenant quiet enjoyment of their site, and I find that the landlord did not take all reasonable steps to address the problem in a timely manner. However, I find the tenant's claim for compensation equivalent to half a month's rent is excessive. Pad rent is paid for several amenities, not only for quiet enjoyment. I find that compensation equivalent to 20 percent of the rent, or \$136.20, is reasonable. I therefore grant the tenant compensation totalling \$544.80.

### *Filing Fee*

As the tenant's application was only partially successful, I grant him partial recovery of his filing fee, in the amount of \$25.00.

### Conclusion

I grant the landlord an order of possession effective two days from service. The tenant must be served with the order of possession. Should the tenant 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.

I grant the tenant monetary compensation totalling \$569.80. The tenant may deduct this amount from his outstanding rent.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: November 17, 2015

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Residential Tenancy Branch

