



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC

### Introduction

This hearing dealt with the tenant's application for monetary compensation. The tenant attended the teleconference hearing but the landlord did not.

The tenant submitted evidence to establish that the landlord was served with the application for dispute resolution and notice of hearing by registered mail sent on July 29, 2015. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the landlord was deemed served with notice of the hearing on August 3, 2015, and I proceeded with the hearing in the absence of the landlord.

### Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on April 24, 2015, with monthly rent of \$600.00. The tenant moved out of the rental unit on July 16, 2015.

The tenant has applied for compensation of \$1,200.00 for loss of quiet enjoyment during her tenancy.

The tenant stated that she brought several incidents and problems to the landlord's attention, but the landlord took no action to address the problems. The tenant stated that received a nasty note on her windshield from one of the other occupants for taking their assigned parking space, even though the landlord told the tenant there was no assigned parking. The tenant stated that the landlord seemed disinterested in the problem, and then later her car was sideswiped in the parking lot. The tenant stated that she discovered that the building was infested with mice, but the landlord did not

attend to this issue. The tenant stated that she repeatedly told the landlord that her smoke alarm was malfunctioning, but the landlord did nothing while the alarm continued to beep for two weeks. The tenant stated that she would hear loud noise from other occupants that would go on day and night for two days, stop for one day and then start again. The tenant stated that she complained many times regarding the level of noise, drunkenness and late-night partying around the building, but the landlord's response was to threaten to evict the tenant for the noise she was making.

### Analysis

Under section 28 of the Act, a landlord has the responsibility to ensure a tenant's right to quiet enjoyment, including freedom from unreasonable disturbance and use of common areas free from significant interference. In this case, I find that the landlord failed to protect the tenant's right to quiet enjoyment, and in so doing he devalued her tenancy.

The tenant occupied the rental unit for approximately three months. I find that her claim for \$1,200.00 in compensation for loss of quiet enjoyment is excessive. Monthly rent pays for several services and facilities, and quiet enjoyment represents only a portion of the value received. I find that it is reasonable for the tenant to be compensated \$270.00, representing \$90.00 per month (15 percent of her monthly rent) for the three months of her tenancy.

### Conclusion

I grant the tenant an order under section 67 for the amount due of \$270.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: January 21, 2016

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Residential Tenancy Branch