



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF OLC

### Introduction

This hearing dealt with an application by the tenant for an order that the landlord comply with the Act, regulation or tenancy agreement and a monetary order for damages for loss of quiet enjoyment of the rental unit. Both parties attended the hearing and had an opportunity to be heard.

An issue of timeliness of service came up with respect to the Amendment to an Application for Dispute Resolution filed by the tenant on December 22, 2015. The tenant served the Amendment on the landlord just the night before the hearing after having attempted other ways of serving the document. However, the landlord agreed that despite the late service of the document on her, she was agreeable (with a view to getting this dispute completed expeditiously) to the claim made in that Amendment being handled in today's hearing.

### Issue(s) to be Decided

Is the tenant entitled to an order that the landlord comply?

Is the tenant entitled to a monetary order in the amount requested or in any other lesser amount?

### Background and Evidence

This tenancy began on August 23, 2015. The rent is \$2350.00 due in advance on the first day of each month. The problems between the parties began shortly after the tenant moved in when she had somehow misplaced the keys to the rental unit including the mail box key. The parties communicated well by email about getting the tenant new keys but an issue arose between the parties about whether the landlord was entitled to have a copy of the new mailbox key that had been cut for the tenant. Ultimately, the tenant gave the landlord a copy of the mailbox key but by that time, due

to the correspondence that was exchanged between the parties about that issue, relations had soured. The parties both submitted detailed and very organized packages containing copies of the correspondence between them and the details of those need not be repeated for the purposes of this decision. Suffice it to say that the tenant began to feel stressed by the landlord's behaviour and written communications and the landlord began to feel equally stressed by the tenant's behaviour and communications. Both felt that the other was taking essentially unreasonable positions on matters that should not have been so controversial. The stress on both of the parties was obvious from their voices on the phone.

Over the course of the hearing it became clear that the portion of the tenant's claim with respect to compliance could be resolved by settlement which has been set forth below.

As for the issue of the tenant's monetary claim, my analysis and resolution of that decision is set forth below.

#### Settled of Compliance Issue

Insofar as the tenant had made an application for an order that the landlord comply, the parties agreed as follows:

- The landlord will not post any notices or other documents on the door to the rental unit.
- The landlord will not inspect the rental unit monthly, but rather, will inspect the unit no more than four times per year with the next inspection to be done no sooner than April 2016.
- All communications between the parties will be by email to the greatest extent possible.
- Any 'formal' documents such as RTB Forms will be served by registered mail only as opposed to being posted on the door or served personally.
- The landlord will at all times comply with the notice requirements of Section 29 of the Act prior to entering the rental unit and the landlord agrees that she will never arrange an entry into the rental unit for a Monday, except in the event of an emergency to protect life or property.
- The parties will make special effort to avoid inflammatory or aggressive language in all communications.

### Analysis

The tenant has made a monetary claim against the landlord in the amount of \$5000.00. The basis for the tenant's claim is based on loss of quiet enjoyment. The tenant testified that she arrived at this figure based on "two months of disturbances from mid-October to mid-December". The tenant essentially wants the equivalent of two months' rent for the two months of disturbances. The tenant acknowledged that things have been much quieter since the parties' last difficult interaction on December 22, 2015.

For her part, the landlord disputes the tenant's claim in its entirety saying that she (the landlord) has felt extremely upset by all of this as well. The landlord submitted a written statement describing the impact this tenancy has had on her life and the fact that she feels the tenant's demands and the amount of communication have been excessive.

I have reviewed the written submissions of the parties and have heard the testimony of both and I find that I am unable to lay the responsibility for the problems between the parties and the tenant's loss of quiet enjoyment entirely on the landlord. I find that this has been a clash of personalities more than anything else and that the landlord would like nothing more than to receive her rent and move forward with this tenancy in accordance with the above settled terms.

As a result, I am not satisfied that the tenant has established her claim for \$5000.00 in monetary compensation.

### Conclusion

The tenant's request for a monetary order is dismissed.

The tenant's request for recovery of the filing fee from the landlord is also 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: February 3, 2016

---

Residential Tenancy Branch

