Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Red Door Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNSD, OLC, O

Introduction:

A hearing was convened on February 01, 2017 in response to an Application for Dispute Resolution filed by the Tenant in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss, for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* or the tenancy agreement; the return of the security deposit, and for "other".

The Tenant stated that on August 05, 2016 the Application for Dispute Resolution, the Notice of Hearing, and a Monetary Order Worksheet were served to the Landlord, via registered mail. The Landlord acknowledged receipt of these documents.

On January 19, 2017 the Tenant submitted 168 pages of evidence to the Residential Tenancy Branch. On January 23, 2017 the Landlord submitted 51 pages of evidence to the Residential Tenancy Branch. As outlined in my interim decision of February 01, 2017, these documents were accepted as evidence for these proceedings.

On January 27, 2017 the Tenant submitted 20 pages of evidence to the Residential Tenancy Branch. At the hearing on February 01, 2017 the Tenant stated that these documents were sent to the Landlord's business address, via courier, on January 27, 2017. At the hearing on February 01, 2017 the Agent for the Landlord stated that although these documents may have been delivered to the Landlord's business address, she had not yet received them.

The hearing on February 01, 2017 was adjourned for reasons outlined in my interim decision of February 1, 2017. The hearing was reconvened on March 07, 2017 and was concluded on that date.

At the hearing on March 07, 2017 the Agent for the Landlord acknowledged receiving the Tenant's evidence package that was submitted to the Residential Tenancy Branch on January 27, 2017 and it was accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. All of the documents submitted in evidence were reviewed, although they may not be summarized in this decision.

Issue(s) to be Decided:

Is the Tenant entitled to compensation for a breach of her right to quiet enjoyment of the rental unit, which includes a claim of $8,000.00 for aggravated damages?

Background and Evidence:

The Landlord and the Tenant agree that this tenancy began on July 18, 2008; the Tenant pays subsidized rent of $510.00 plus $25.00 for utilities, and the Tenant is still residing in the rental unit.

The Landlord and the Tenant agree that this tenancy was the subject of three previous dispute resolution hearings. I have read the decisions from those proceedings, which were submitted in evidence.

On March 08, 2016 a hearing was convened in response to cross applications. The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession and the Tenant filed an Application for Dispute Resolution, in which the Tenant applied to cancel a Notice to End Tenancy for Cause.

The apparently undisputed evidence presented at the March 08, 2016 hearing was:

- when this tenancy began the Tenant was not permitted to have dogs, cats, ferrets, rabbits, and other uncaged animals;
- the Tenant was permitted to have some small animals, provided written consent was obtained from the Landlord prior to obtaining the pets;
- the Tenant was required to pay a pet damage deposit before acquiring a pet;
- when this tenancy began the Tenant had no pets;
- in a letter dated July 27, 2015 the Landlord informed the Tenant that some pets will be permitted, providing she signs a new tenancy agreement allowing pets, she completes a pet registration, she abides by the Pet Ownership Rules, and she pays a pet damage deposit;
- the Tenant informed the Landlord she would not consent to all of the requirements outlined in the July 27, 2015 letter;
- in a letter dated December 16, 2015 the Landlord informed the Tenant that she has acquired a number of pets without permission, which is a material term of the tenancy agreement she signed;
- in the letter dated December 16, 2015 the Landlord asked the Tenant, in part, to sign a new tenancy agreement allowing the Tenant to have one pet and to pay a pet damage deposit of $525.50;

- in the letter dated January 05, 2016 the Landlord advised the Tenant that she would have to re-home her cat, dog, and snake if she did not comply with their request, that she could keep one pet if she did comply with their request, and that if the Tenant does not comply with these requests she would be served with a Notice to End Tenancy because she was in breach of a material term of the tenancy agreement;
- the Tenant did not comply with those requests;
- the Tenant argued that her three pets should be allowed as she had them since 2014; and
- the Tenant was served with a One Month Notice to End Tenancy on the basis that she had breached a material term of the tenancy agreement.

At the hearing on March 08, 2016 the Tenant declared that she obtained a cat, a dog, and a snake in 2014.

After the hearing on March 08, 2016 the Residential Tenancy Branch Arbitrator concluded that:

- there is no specific provision in the tenancy agreement that identifies pets as a material term of the tenancy agreement;
- the Landlord has failed to meet the burden of proving that the pets clause is a material term of the tenancy agreement;
- the Landlord made a significant change from its original position concerning pet ownership to allowing one dog or cat;
- the Landlord's concern about a flexible/graduated application of the pets policy precludes exploration of possible solutions which, in time, could lead to full compliance with the new policy; and
- the One Month Notice to End Tenancy should be set aside.

At the hearing on March 07, 2017 the Landlord and the Tenant agree that the decision of March 22, 2016 accurately reflects the issues that occurred prior to the hearing on March 22, 2016.

On June 01, 2016 a hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to cancel a Notice to End Tenancy for Cause, for a monetary Order for money owed or compensation for damage or loss, for an Order requiring the Landlord to comply with the *Act*, and for "other". The Arbitrator did not have time to consider the application for a monetary Order and that matter was dismissed, with leave to reapply.

The apparently undisputed evidence presented at the June 01, 2016 hearing was:

- after the hearing on March 08, 2016 the Landlord did not attempt to reach a mutual agreement regarding pets;
- on March 31, 2016 the Landlord issued the Tenant with another written demand to comply with the new pet policy, re-homing two of her pets, spaying or neutering the remaining pet; and paying a pet damage deposit of $525.00;

- prior to the hearing on March 08, 2016 the Landlord had served the Tenant with two similar demand letters;
- on April 27, 2016 the Landlord served the Tenant with a One Month Notice to End Tenancy for Cause;
- the reason for ending the tenancy on this Notice to End Tenancy was that a security or pet damage deposit had not been paid within 30 days as required by the tenancy agreement;
- the Landlord maintains that the Tenant violated her tenancy agreement acquiring prohibited pets without written consent;
- the Landlord is not willing to continue the tenancy unless the Tenant signs a new tenancy agreement and is willing to comply with the new pet policy;
- the Tenant is willing to pay a pet damage deposit providing she obtains permission to keep all of three pets she currently has; and
- the Tenant is willing to agree to not acquire any additional pets.

At the hearing on June 01, 2016 the Tenant argued that she obtained verbal permission to have a dog from an agent for the Landlord in 2011.

After the hearing on June 01, 2016 the Residential Tenancy Branch Arbitrator concluded that:

- the Landlord issued a One Month Notice to End Tenancy on the basis that the Tenant had failed to pay a pet damage deposit within 30 days of being required to pay it under the tenancy agreement, pursuant to section 47(1)(a) of the *Act*;
- there is a term in the tenancy agreement that requires the Tenant to pay a pet damage deposit before she will be permitted to have a pet;
- section 20 of the *Act* prohibits a Landlord from requiring a pet damage deposit prior to the Landlord agreeing that the Tenant can have a pet;
- the term in the tenancy agreement requiring the Tenant to pay a pet damage deposit before she will be permitted to have a pet is not enforceable because it contradicts section 20 of the *Act*;
- as the Landlord had not yet agreed that the Tenant can keep a pet, it was premature for the Landlord to attempt to end this tenancy because a pet damage deposit was not paid;
- as the service of this One Month Notice to End Tenancy was premature, it should be set aside;
- the Landlord may not issue a One Month Notice to End Tenancy pursuant to section 47(1)(a) of the *Act* until at least 30 days have elapsed since the Landlord has agreed that the Tenant may keep a pet on the property;
- if the Landlord gives the Tenant written consent to keep a pet on the property, the Tenant will be required to pay a pet damage deposit within 30 days of receiving that consent;
- if the Tenant fails to pay a pet damage deposit within 30 days of receiving that consent, the Landlord will have the right to end the tenancy pursuant to section 47(1)(a) of the *Act;* and

- the continued issuance of breach letters and Notices to End Tenancy citing the same requirements may be viewed as a form of harassment.

At the hearing on March 07, 2017 the Landlord and the Tenant agree that the decision of June 17, 2016 accurately reflects the issues that occurred prior to the hearing on June 01, 2016.

On December 14, 2016 a hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to cancel a Notice to End Tenancy for Cause and for an Order requiring the Landlord to comply with the *Act*.

The apparently undisputed evidence presented at the December 14, 2016 hearing was:

- on July 12, 2016 the Landlord served multiple tenants of the residential complex with letters that informed them they had decided to grandfather tenants with existing pets on certain conditions;
- in a letter dated July 28, 2016 the Landlord gave the Tenant written permission to have a single pet dog in the rental unit;
- the letter also requested the Tenant to find a new home for her other two pets;
- the letter also requested the Tenant to pay a pet damage deposit of $669.50 by September 04, 2016;
- the Tenant responded, in writing, and declared that she would not be finding a new home for her other two pets;
- the Tenant provided a pet damage deposit of $525.00 which she believed would cover the pet damage deposit according to the current economic rent;
- the Landlord returned the $525.00 cheque and insisted the pet damage deposit was $669.50;
- the Tenant did not pay the full amount requested; and
- on October 22, 2016 the Landlord served the Tenant with a One Month Notice to End Tenancy for Cause on the basis that the Tenant had failed to pay a pet damage deposit within 30 days of being required to pay it under the tenancy agreement, pursuant to section 47(1)(a) of the *Act.*

After the hearing on December 14, 2016 the Residential Tenancy Branch Arbitrator concluded that:

- the tenancy agreement declares that the unsubsidized monthly rent is $1,339.00;
- the Tenant was obligated to pay a pet damage deposit of $699.50;
- the One Month Notice to End Tenancy should be set aside to provide the Tenant with the opportunity to pay the correct amount of the security deposit;
- the Tenant must pay a security deposit of $699.00 within 30 days of receiving the decision dated December 14, 2016; and
- if the Tenant does not pay the $699.00 security deposit by December 14, 2016 the Landlord can serve the Tenant with another One Month Notice to End Tenancy for Cause, pursuant to section 47(1)(a) of the *Act.*

At the hearing on March 07, 2017 the Landlord and the Tenant agree that the decision of December 14, 2016 accurately reflects the issues that occurred prior to the hearing on December 14, 2016.

At the hearing on March 07, 2017 the Agent for the Landlord stated that on December 19, 2016 or December 21, 2016 the Landlord sent the Tenant a letter, via registered mail, in which the Landlord demanded the Tenant pay a pet damage deposit of $699.00 by January 26, 2017.

The Tenant stated that she received the letter, which was dated December 21, 2016, in which the Landlord demanded a pet damage deposit of $699.00 by January 26, 2017, although she is uncertain of the date it was received. She stated that she did not pay this amount because she was seeking a clarification and correction regarding the amount due.

At the hearing on March 07, 2017 the Tenant stated that she applied for a clarification of the December 14, 2016, in which she asked the Arbitrator to clarify how she concluded the rent was $1,399.00. Residential Tenancy Branch Records show that the Arbitrator concluded that clarification was not warranted.

At the hearing on March 07, 2017 the Tenant stated that the Arbitrator made a mistake in her decision of December 14, 2016, and that she should have been ordered to pay a security deposit of $525.00. She stated that she applied for a correction of the December 14, 2016 in which she asked the Arbitrator to correct the amount of the security deposit that should be paid.

Residential Tenancy Branch Records show that the Arbitrator corrected her decision to declare that the Tenant must pay $669.50 within 30 days of receiving the Arbitrator's decision.

At the hearing on March 07, 2017 the Agent for the Landlord stated that on February 02, 2017 the Landlord sent the Tenant a second written demand for a pet damage deposit of $669.00, via registered mail. Although this letter was not submitted in evidence, the Agent for the Landlord acknowledged that the second letter did not declare the date the "new" amount of $669.00 was due.

The Tenant stated that she received the letter demanding a pet damage deposit of $669.00 on, or about, February 07, 2017. She stated that she mailed a cheque for $669.00 to the Landlord on February 10, 2017.

The Agent for the Landlord stated that the cheque for $669.00 was received on February 17, 2017 and that it was returned to the Tenant because it was not paid by January 26, 2017 as demanded by the letter sent on December 19, 2016 or December 21, 2016.

The Agent for the Landlord stated that on February 02, 2017 the Landlord served the Tenant, via registered mail, with a One Month Notice to End Tenancy for Cause on the basis that the Tenant had failed to pay a pet damage deposit within 30 days of being required to pay it under the tenancy agreement, pursuant to section 47(1)(a) of the *Act.* The Tenant stated that she received this One Month Notice to End Tenancy on February 08, 2017 or February 09, 2017 and that she filed an Application for Dispute Resolution to dispute that Notice.

The Tenant stated that the Landlord has come to her home unannounced to retrieve a document that the Landlord believed a neighbour had left with the Tenant. In a letter submitted in evidence, dated July 16, 2016, a neighbour stated that she told an agent for the Landlord that she would ask the Tenant to photocopy some documents for her, which the neighbour would then provide to the Landlord. She stated that the Tenant subsequently advised her that an agent for the Landlord came to the Tenant's rental unit looking for the documents, which was not her intent. The Agent for the Landlord stated that she has not knowledge of this incident.

The Tenant is seeking compensation for all of the aforementioned disturbances. In her written submissions that Tenant outlined a variety of medical conditions that she contends are exacerbated by stress and that the stress of this on-going dispute has "significantly lowered the quality of life for me and my child".

The Tenant submitted letters from her medical practitioner explaining her medical conditions and declaring that the uncertainty of her living situation is aggravating her medical condition. The Tenant submitted letters from third parties detailing the impact this dispute has had on the Tenant.

In her written submissions the Tenant declared that she is seeking aggravated damages for the "depraved indifference to my disabilities and health".

The Landlord submitted letters attesting to the character of the Agent for the Landlord.

Analysis:

Section 28 of the *Act* guarantees a tenant the right to the quiet enjoyment of their rental u including, but not limited to, rights reasonable privacy; freedom from unreasonable disturbance; exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 29 of the *Act;* and use of common areas for reasonable and lawful purposes, free from significant interference.

On the basis of the information contained in the decision relating to the hearing on March 08, 2016 I find that the Tenant breached a term of her tenancy agreement by

having pets. In reaching this conclusion I have placed no weight on the Tenant's submission that she was given permission to have a dog in 2011. This conclusion was based on the absence of evidence that shows the Landlord agreed with this submission and the absence of evidence to corroborate the Tenant's testimony that she had such permission.

On the basis of the decision dated March 22, 2016, I accept that a Residential Tenancy Branch Arbitrator determined that the Landlord has failed to establish that having pets was a breach of a material term and that the Landlord did not, therefore, have the right to end the tenancy pursuant to section 47(1)(h) of the *Act*.

Given that this dispute arose as the result of the Tenant breaching the term of her agreement not to have pets, I cannot conclude that the Tenant was unreasonably disturbed when the Landlord attempted to enforce this term of the tenancy agreement. Regardless of the fact the Landlord was ultimately unsuccessful in ending the tenancy as a result of the pets, I find that the Tenant knew, or should have known, that breaching a term of the tenancy regarding pets may have been grounds to end the tenancy. In reaching this conclusion I was influenced, in part, that this tenancy would likely have ended on the basis of the pets if the Arbitrator had concluded the term prohibiting pets was a material term. I therefore find that the Tenant is not entitled to any compensation for being served with the One Month Notice to End Tenancy that was the subject of the hearing on March 08, 2016.

On the basis of the information contained in the decision relating to the hearing on June 01, 2016 I find that after the hearing on March 08, 2016 the Landlord issued the Tenant with another written demand to comply with the new pet policy, re-homing two of her pets, spaying or neutering the remaining pet; and paying a pet damage deposit of $525.00. I find that this action was unreasonable, as it was, or should have been, readily apparent to the Landlord that the Tenant would not willingly comply with their request and the Landlord did not have authority to force the Tenant to comply with the request.

Regardless of the unreasonableness of the demand letter that was served after the hearing on March 08, 2016, I find that the Tenant is not entitled to compensation for this disturbance. In reaching this conclusion I was heavily influenced by the fact this dispute would not have arisen if the Tenant had complied with the terms of her tenancy agreement and had not acquired three pets. I find it inappropriate that a Tenant should financially benefit from breaching a term of her tenancy agreement.

I do accept, however, that the conflict regarding the pets cannot continue indefinitely and that continued attempts to enforce the pet policy would, at some point, constitute harassment for which the Tenant would be entitled to compensation. In my view the "point of no return" was June 17, 2016, when an Arbitrator cautioned the Landlord that continued issuance of breach letters and Notices to End Tenancy citing the same requirements may be viewed as a form of harassment. I would, therefore, find that compensation was warranted if the Landlord continued to attempt to have the Tenant

re-home her three pets after June 17, 2016.

On the basis of the decision dated June 17, 2016 I find that the Landlord prematurely served the Tenant with a One Month Notice to End Tenancy for Cause, pursuant to section 47(1)(a) of the *Act*, as it was served prior to the Tenant being required to pay a pet damage deposit. I find that this One Month Notice to End Tenancy was served, in part, as a result of a misunderstanding of sections 20 and 47(1)(a) of the *Act*. I find that this One Month Notice to End Tenancy was served, in part, as a result of an unenforceable term of the tenancy agreement which declared that the Tenant must pay a pet damage deposit before she will be permitted to have a pet.

I do not find that this One Month Notice to End Tenancy was served with the intent to harass or disturb the Tenant. Although I accept that service of this One Month Notice to End Tenancy continued the on-going dispute regarding the pets, I find that the Tenant is not entitled to compensation for the resulting disturbance, as it was indirectly related to her decision to breach a term of the tenancy agreement.

On the basis of the letter submitted in evidence, dated July 12, 2016, I find that the Landlord informed the Tenant that she could keep her existing pets, providing the requested damage deposit is paid and the Tenant will not be allowed to replace that pet until there is less than one pet in the home, at such time the Tenant will comply with the pet policy. I find this was a reasonable resolution as it allowed the Tenant to retain her current pets but required her to comply with the pet policy in the future.

On the basis of the letter submitted in evidence, dated July 28, 2016, I find that the Landlord informed the Tenant that she had permission to keep her dog and to re-house her other two pets. This demand appears to be based on the Landlord's understanding that the Arbitrator conducting the hearing on June 01, 2016 had only given the Tenant permission to keep one pet in the rental unit.

I find that in the letter dated July 12, 2016 the Landlord gave the Tenant permission to keep her three existing pets. For clarity, this does not give the Tenant permission to replace any of these pets with a new pet. It does authorize the Tenant to obtain one new pet, providing she has no other pets and she obtains written permission to obtain a new pet. As the Landlord gave the Tenant written permission to keep her three existing pets on July 12, 2016, I find the Landlord does not have the right to revoke that written consent. I therefore find that the letter on July 28, 2016, in which the Landlord directed the Tenant to re-home two of her pets is of no force and effect.

I find that the Landlord has misinterpreted the decision of June 17, 2016. Although the Arbitrator refers to written consent for a "pet" rather than "pets", there is nothing in her decision that causes me to conclude that she was suggesting that the Tenant did not have the right to retain her three existing pets. Rather, I find that the Arbitrator was clear that continued issuing of breach letters regarding the existing pets may be viewed as a form of harassment.

I find that the Landlord either does not understand that the Landlord does not have authority to force the Tenant to re-home any of her existing pets or the Landlord is refusing to let this matter rest in an attempt to interfere with the Tenant's quiet enjoyment of the rental unit. In reaching this conclusion I was heavily influenced by the fact the Landlord sent the Tenant a letter asking her to re-home two of her pets approximately one month after receiving the caution that further breach letters may be viewed as a form of harassment.

Regardless of whether the letter of July 28, 2016, in which the Landlord asked the Tenant to re-home two of her pets, was sent out of ignorance or malice, I find that the issue of this letter breached the Tenant's right to the quiet enjoyment of the rental unit. I find that the Landlord's continued pursuit of this matter is unreasonable and I find that the Tenant is entitled to compensation for this breach of the quiet enjoyment of the rental unit.

On the basis of the decision dated December 14, 2016 and the subsequent correction, I find that the Tenant was obligated to pay a pet damage deposit of $669.50, as requested by the Landlord in the letter of July 28, 2016. As the Tenant did not pay the required deposit I find that the Landlord had every right to serve the Tenant with the One Month Notice to End Tenancy for Cause on October 22, 2016, pursuant to section 47(1)(a) of the *Act.*

As the Landlord had every right to serve the Tenant with a One Month Notice to End Tenancy for Cause on October 22, 2016, I find that the Tenant is not entitled to compensation for as a result of being served with this Notice. The Arbitrator subsequently concluded that the Tenant should be given a second opportunity to pay the pet damage deposit and she set aside this One Month Notice to End Tenancy. I find this to be a significant benefit to the Tenant.

I find that the Landlord acted reasonably when the Landlord served the Tenant with a letter, dated December 21, 2016, in which the Tenant was directed to pay a pet damage deposit of $699.00 by January 26, 2017. I find this demand was reasonable, as that was the amount the Arbitrator concluded was due in her decision of December 14, 2016. I therefore find that the Tenant is not entitled to any compensation for being served with this demand letter.

I find that the Tenant did not act reasonably when she did not pay the pet damage deposit of $699.00 by January 26, 2017. Although I accept that the Tenant had applied for both a correction and a clarification prior to January 26, 2017 she did not have authority from the Residential Tenancy Branch, prior to January 26, 2017, to ignore the demand letter of December 21, 2017. Filing a correction or a clarification does not serve to suspend a direction or order of an Arbitrator. I find that the most appropriate response by the Tenant would have been to pay the $699.00 deposit by January 26, 2017 and to seek a refund if (when) it was subsequently determined that there had been an overpayment.

I find that the Landlord acted reasonably on February 02, 2017 when the Landlord sent the Tenant a One Month Notice to End Tenancy for Cause on the basis that the Tenant had failed to pay a pet damage deposit within 30 days of being required to pay it under the tenancy agreement, pursuant to section 47(1)(a) of the *Act.* Although it is not before me to determine whether or not the Landlord has grounds to end the tenancy on the basis of this Notice to End Tenancy, I find that it was reasonable for the Landlord to conclude that it had grounds to end the tenancy pursuant to section 47(1)(a) of the *Act*.

I find that the Landlord did not act reasonably on February 02, 2017 when the Landlord sent the Tenant a second written demand for a pet damage deposit of $669.00. Given that the Landlord was attempting to end the tenancy on the basis that the pet damage deposit had not been paid by January 26, 2017 and the Landlord ultimately refused to accept the subsequent payment because it was not paid by January 26, 2017, I find it was unreasonable to continue to demand that the deposit be paid.

I find that the demand to pay the pet damage deposit that was sent on February 02, 2017 breached the Tenant's right to the quiet enjoyment of the rental unit and that the Tenant is entitled to compensation for that breach. I find that demanding a payment that a party has no intention of accepting would disturb most people. I find that to be particularly true when the payee has a fixed income and, presumably, cannot readily access $669.00.

I find that there was a miscommunication that resulted in the Landlord coming to the rental unit, unannounced, to retrieve a document that the Landlord believed a neighbour had left with the Tenant. I find that there is no evidence that this was anything other than a miscommunication and I cannot conclude that it was intended to bother or harass the Tenant. As there is nothing that prevents a landlord from coming to a Tenant's door unannounced, providing it is for a reasonable purpose, I cannot conclude that the Tenant is entitled to any compensation for this specific incident.

Section 67 of the *Act* authorizes me to award compensation to a tenant if I conclude that the tenant's right to the quiet enjoyment of the rental unit has been breached. The amount of compensation due is a subjective award based on my assessment of the nature of the breach and the circumstances surrounding the breach. After considering the aforementioned circumstances in their entirety, I find that the Tenant is entitled to compensation of $669.50, which is the equivalent of 50% of the unsubsidized monthly rent noted in the tenancy agreement submitted in evidence.

I find $669.50 to be reasonable compensation as a result of the Landlord acting unreasonably on two occasions in regards to the pet dispute. Specifically I find that the Landlord acted unreasonably when the Landlord sent the Tenant a letter, dated July 28, 2016, in which the Landlord informed the Tenant that she must re-house two pets after an Arbitrator cautioned the Landlord about such behaviour. I find this to be a particularly egregious act, as the Landlord had been specifically warned about this behaviour.

I also find that the Landlord acted unreasonably on February 02, 2017 when the

Landlord demanded a pet damage deposit of $669.00 that the Landlord had no intention of accepting. I also find this to be particularly egregious, as there appears to be no legitimate reason for demanding this payment other than to harass the Tenant.

I have not awarded the Tenant compensation in a greater amount, in large part, because the Tenant breached her tenancy agreement by obtaining pets without the written consent of the Landlord. Had the Tenant not breached this term of her tenancy agreement it is highly likely none of the events outlined in this decision would have occurred and she would not have experienced any of the resulting stress.

Residential Tenancy Branch Policy Guideline #16 stipulates, in part, that:

- "aggravated damages" are for awarded for intangible damage or loss;
- aggravated damages may be awarded in situations where the wronged party cannot be fully compensated by an award for damage or loss with respect to property, money or services;
- aggravated damages may be awarded in situations where significant damage or loss has been caused either deliberately or through negligence; and
- aggravated damages are rarely awarded and must specifically be asked for in the application.

As I am satisfied that my award of $669.50 adequately compensates the Tenant for a breach of her right to quiet enjoyment of the rental unit, I dismiss the Tenant's application for aggravated damages.

Conclusion:

The Tenant has established a monetary claim of $669.50 in compensation for a breach of her right to the quiet enjoyment of the rental unit and I am issuing a monetary Order in that amount. In the event the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia 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: March 28, 2017

Residential Tenancy Branch