



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PEMBERTON HOLMES LTD. and  
[tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MNDC, OLC, LAT, FF

### **Introduction**

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*. The tenant applied for a monetary order for compensation, for an order directing the landlord to comply with the *Act*, for authorization to change the locks and for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant represented himself. The landlord was represented by their agent.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*. I have considered all the written evidence and oral testimony provided by the parties but have not necessarily alluded to all the evidence and testimony in this decision.

### **Issues to be decided**

Is the tenant entitled to compensation? Has the landlord entered the unit without proper notice to the tenant? Is the tenant entitled to the recovery of the filing fee?

### **Background and Evidence**

The tenancy started in 2018 for a fixed term. In May 2019, the owner of the property hired a new property management company to manage the rental unit. At the end of the fixed term, on August 01, 2019 the tenant entered into a second fixed term tenancy agreement with an effective end date of July 31, 2020. A copy of the tenancy agreement was filed into evidence.

The background facts are generally undisputed. The monthly rent is \$2,562.00, payable on the first of each month. The tenant agreed that as per the tenancy agreement, he was responsible for mowing the lawn. The rental unit is located on the upper floor of the house. The lower floor contains a unit which the landlord uses occasionally.

The tenant stated that he was given to understand by the prior property management company that the lower unit would not be rented out and that it was for the use of the owner. The tenant agreed that it was a verbal arrangement. The tenant stated that the current property management company has informed him that the unit will be advertised and rented out to suitable tenants.

The tenant stated that he had 3 young children and therefore he anticipates that the occupant of the lower unit will make noise complaints against him. The tenant is claiming \$2,562.00 as compensation for inconvenience that he will suffer when the lower unit gets rented out.

The tenant agreed that the landlord has entered his rental unit only once with permission. However, the tenant objected to the landlord having had the grass mowed in his absence and without his permission. The landlord stated that the tenant did not mow the grass and allowed it to reach a height that posed a fire risk. The landlord stated that despite sending the tenant a written request, the tenant failed to have the lawn mowed and was out of the country during summer. The landlord stated that she hired someone to get the job done. The tenant stated that the landlord did not request permission to mow the lawn and therefore he has applied for authorization to have the locks changed. The tenant agreed that no one had entered his rental unit in his absence.

The tenant stated that the yard was a mess at the start of tenancy and that he had tidied the yard and maintained it since then. The tenant is claiming \$200.00 for his efforts. The tenant also claimed the cost of utilities in the amount of \$18.00 but stated that the landlord has paid him and therefore he withdrew this portion of his claim.

The tenant has made the following claim:

1.	Compensation for anticipated inconvenience	\$2,562.00
2.	Maintaining the lawn	\$200.00
3.	Filing fee	\$100.00
	<b>Total</b>	<b>\$2,862.00</b>

### **Analysis**

Based on the testimony of both parties, I find that the landlord intends to rent out the lower suite but has not yet found a tenant. The tenant is claiming compensation in the amount of \$2,562.00 for any inconvenience he may suffer due to the presence of a tenant in the unit below. Since at the time the tenant made this application and at the time of this hearing, there are no renters in the suite below, the tenant has not yet suffered any inconvenience. Therefore the tenant's application for compensation is dismissed.

The tenant agreed that he is required to mow the lawn as per a term in the tenancy agreement. Accordingly the tenant is not entitled to be compensated for yard work. The tenant complained that the yard was messy at the start of tenancy, but he agreed that he did not bring this to the attention of the landlord. The tenant's claim for \$200.00 is dismissed.

The tenant has not proven his case and must bear the cost of filing his own application.

### **Conclusion**

The tenant's application is dismissed in its entirety.

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 23, 2019

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Residential Tenancy Branch