



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPC, CNC, MNDC, MNR, OLC, FF

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession pursuant to a notice to end tenancy for cause and the tenant applied for an order to cancel the notice to end tenancy. The tenant also applied for a monetary order for compensation and for 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 herself and 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*.

The tenant moved out on October 01, 2019 and therefore the landlord's application for an order of possession and the tenant's application to cancel the notice to end tenancy and for an order directing the landlord to comply with the *Act*, are moot and accordingly dismissed. Therefore, this hearing only dealt with the tenant's monetary claim for compensation and for the filing fee.

Issues to be decided

Is the tenant entitled to a monetary order for compensation and for the filing fee?

Background and Evidence

The tenancy started on January 01, 2019 for a fixed term ending on December 31, 2019. A tenancy agreement was filed into evidence. Rent was \$1,475.00 due on the first day of each month. Prior to moving in the tenant paid a security deposit of \$725.00. Initially the tenant made application for compensation in the amount of \$4,950.00. During the hearing, the tenant amended this amount to a total of \$1,500.00.

The tenant is claiming \$1,000.00 as “moral compensation” plus \$500.00 for moving costs.

The tenant stated that a tenant from a neighbouring apartment made several unreasonable noise complaints against her. She also stated that this tenant called the police on her without reason. The tenant stated that this resulted in a wrongful eviction. The tenant is claiming \$1,000.00 due to the landlord not taking adequate action against the complainant. The tenant also stated that the landlord took no action on her complaints against this neighbouring tenant.

The tenant stated that based on the interactions between herself and her neighbour, she found the rental unit unsuitable and therefore moved out. The tenant is claiming the cost of moving but did not file sufficient evidence to support the amount of her claim.

Analysis

Landlord's application

The landlord gained possession of the rental unit on October 01, 2019 and therefore the landlord's application for an order of possession is moot and accordingly dismissed.

Tenant's application

In order to prove an action for a breach of the covenant of quiet enjoyment, the tenant has to show that there has been a substantial interference with the ordinary and lawful enjoyment of the premises, by the landlord's actions that rendered the premises unfit for occupancy.

With regard to the tenant's monetary claim for compensation for the loss of quiet enjoyment, I find that the relationship between herself and her neighbor was one of conflict. The parties did not get along and made complaints against each other. I find that the landlord acted in a responsible manner when she addressed every complaint. I have reviewed the submissions of the landlord and the tenant and I find that the relationship is stressful on both parties for different reasons. Other than the

understandable angst and stress which accompanies a state of disagreement and uncertainty, the tenant did not provide compelling evidence to support her claim of compensation for the loss of quiet enjoyment and therefore the tenant's claim for compensation is dismissed.

The tenant chose to move out and therefore must bear the cost of moving.

Conclusion

The applications of both parties are 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: October 31, 2019

Residential Tenancy Branch