



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to recover the filing fee for this application pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions. There were no issues raised with respect to service of the application and evidence on file.

Issues

Is the tenant entitled to monetary compensation for loss of quiet enjoyment and the recover of the filing fee?

Background and Evidence

The tenancy began on January 31, 2014 and ended on August 3, 2019. The monthly rent was \$1500.00 per month.

The tenant is claiming the landlord violated her right to quiet enjoyment over the years of the tenancy and is claiming \$3200.00 in compensation. The tenant testified that from one year into the tenancy she took on the role of dealing with other tenants on the property on behalf of the landlord. The tenant testified she would show suites to prospective tenants etc. The tenant testified that she was not employed by the landlord but did this work for free. The tenant testified that she just did what the landlord asked cause he would threaten to kick her out or shut off her hydro. The tenant testified the

landlord would repeatedly show up at her door and sit outside the house when she was not home.

In support of her claim the tenant submitted two statements from neighbors who described the landlord would often pace up and down the street to monitor the coming and goings of tenants living on the property and verbally attack the tenant on many occasions.

The landlord confirmed the tenant did help him out on occasion but denied the allegations against him in regards to harassing or verbally attacking the tenant.

Analysis

Pursuant to section 28 of the Act, a tenant is entitled to quiet enjoyment of the rental unit including but not limited to rights to the following:

- reasonable privacy;
- freedom from unreasonable disturbance;
- exclusive possession of the rental unit, subject to the landlord's rights contained in section 29; and
- use of common areas for reasonable and lawful purposes, free from significant interference.

Residential Tenancy Policy Guideline #6 "Entitlement to Quiet Enjoyment" provides the following guidance:

In order to prove a breach of the entitlement to quiet enjoyment, the tenant must show that there has been substantial interference with the ordinary and lawful enjoyment of the rental premises. This includes situations in which the landlord has directly caused the interference or was aware of the interference but failed to take reasonable steps to correct it. It is also necessary to balance the tenant's right to quiet enjoyment with the landlord's right and responsibility to maintain the premises. Temporary discomfort or inconvenience does not constitute a basis for a breach under this section.

The tenant has provided insufficient evidence either by way of her oral testimony or written submissions to support a finding that there has been substantial interference with her ordinary and lawful enjoyment of the rental premises. The tenant's testimony that she did various jobs for the landlord are not a breach of quiet enjoyment. The tenant provided insufficient evidence that she was forced to take on such work due to

threats of eviction versus voluntarily taking on such a role. Nor did the tenant provide any evidence that she requested the landlord to cease contacting her in respect to this role.

Accordingly, I dismiss the tenant's claim for compensation for loss of quiet enjoyment without leave to reapply.

As the tenant was not successful in this application, the tenant is not entitled to recover the filing fee.

Conclusion

The tenant's application is dismissed without leave to reapply.

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: November 29, 2019

Residential Tenancy Branch