



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MNDCT

### **Introduction:**

This hearing was convened 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.

The Tenant stated that on, or about, June 04, 2020 the Dispute Resolution Package was email to the Landlord. Service via email was permitted in June of 2020 due to the COVID-19 pandemic. The Landlord acknowledged receiving these documents.

The Tenant submitted an Amendment to the Application for Dispute Resolution, in which he amended his service address. The Tenant stated that this document was served to the Landlord, via email, on June 04, 2020. The Landlord acknowledged receiving this document.

On June 12, 2020 the Tenant submitted evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was served to the Landlord, via email, on June 12, 2020. The Landlord acknowledged receiving this evidence. The Landlord stated that he has had sufficient time to consider the evidence and it was accepted as evidence for these proceedings.

On June 12, 2020 the Landlord submitted evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was served to the Tenant, via email, on June 12, 2020. The Tenant acknowledged receiving this evidence 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. Each party affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

Issue(s) to be Decided:

Is the Tenant entitled to compensation for loss of quiet enjoyment of the rental unit?

Background and Evidence:

The Landlord and the Tenant agree that:

- This tenancy began on December 15, 2019;
- This was a fixed term tenancy, the fixed term of which was to end on April 30, 2020;
- The rental unit was vacated in April of 2020.
- The rental unit is a small building on a large property;
- There is a single family dwelling on the same property, which is occupied by the owner of the property;
- Mail is delivered to the owner of the residential property, via a community mail box; and
- The Landlord is not the owner of the property.

The Tenant is seeking compensation for loss of quiet enjoyment of the rental unit, in part, because the Landlord did not provide him with access to the community mail box.

In support of the issue regarding mail, the Tenant stated that:

- Prior to this tenancy beginning, there was no discussion of how mail would be delivered to the Tenant;
- Shortly after the tenancy began, he asked the Landlord how his mail would be delivered;
- The Landlord told him that he could rent a mailbox in town or get his mail directly from the postal employee who delivers the mail;
- He did not want to rent his own mailbox, as he assumed that was a service that provided with the tenancy;
- Sometime during the first week of January of 2020 he sent the Landlord a text message, in which he asked for access to the community mail box;
- The Landlord suggested that he obtain his mail directly community from the postal employee by meeting him/her at the bank of mail boxes;

- He advised the Landlord that he did not think that was a viable solution but that he would “figure it out”;
- In later January of 2020 he personally asked the Landlord asked for a mail key;
- In February of 20202 he telephoned the Landlord and asked for a mail key;
- On March 25, 2020 he informed the Landlord he was unable to obtain his mail;
- On March 25, 2020 the Landlord informed him of where he could locate a key to the property owner’s community mail box; and
- He was able to retrieve his mail after March 25, 2020.

In response to the issue regarding mail, the Landlord stated that:

- Prior to this tenancy beginning, there was no discussion of how mail would be delivered to the Tenant;
- Shortly after the tenancy began, the Tenant asked him how the Tenant’s mail would be delivered;
- He told him that he could rent a mailbox in town or get his mail directly from the postal employee who delivers the mail;
- Sometime during the first week of January of 2020 the Tenant sent him a text message, in which he asked how he could receive his mail;
- He suggested that the Tenant could obtain his mail directly community from the postal employee by meeting him/her at the bank of mail boxes;
- The Tenant advised him that he did not think that was a viable solution but that he would “figure it out”;
- The Tenant did not personally ask him for a mail key later in January of 2020;
- The Tenant did not ask him for a mail key in February of 2020;
- On, or about, March 25, 2020 the Landlord learned that the Tenant was not receiving his mail by either of the methods suggested by the Landlord;
- On March 25, 2020 he told the Tenant where he could locate a key to the property owner’s community mail box.

The Tenant is seeking compensation for loss of quiet enjoyment of the rental unit, in part, because the Landlord named him in a police complaint.

In support of the issue regarding the police report, the Tenant stated that:

- In early April of 2020 a person came onto the residential property and identified himself as a friend of the property owner;
- This individual did not identify himself as a contractor;
- The Landlord told the police that he asked this individual to leave the residential property;
- He did not ask the individual to leave the property, although he did tell them they

should not be on the property because of the COVID-19 pandemic; and

- He believes the Landlord contacted the RCMP because the Tenant “stood up for himself” in regard to accessing his mail.

In response to the issue regarding the police report, the Landlord stated that:

- In early April of 2020 one or two contractors went to the residential property to work at the main house, which is separate from the rental unit;
- He was advised that the contractor(s) had been “chased from the property by the Tenant”;
- As a result of that information, he contacted the RCMP;
- He told the RCMP that the Tenant had accused him of trespassing on the residential property; and
- The RCMP spoke with the Tenant and obtained the key to the main house from the Tenant.

The Tenant is seeking compensation for loss of quiet enjoyment of the rental unit, in part, because the Landlord sent someone onto the property to “intimidate” him.

In support of the claim for intimidation, the Tenant stated that:

- He felt intimidated when the person who identified himself as a friend of the Landlord came to the property in early April of 2020;
- The individual did not tell him why he was on the property;
- He was not able to provide the individual with a key to the main house, as he did not have the key to the main house; and
- The person should not have been on the property due to the COVID-19 pandemic.

The Tenant is seeking compensation for loss of quiet enjoyment of the rental unit, in part, because the Landlord asked him to leave on April 15, 2020, rather than April 30, 2020.

The Landlord stated that he thought the Tenant wanted to vacate prior to April 30, 2020 and he was simply giving him that option. He stated he clearly informed the Tenant that he could stay until April 30, 2020 if he wished. The Tenant stated that he did not wish to stay until April 30, 2020, as he feared further intimidation.

#### Analysis:

When making a claim for damages under a tenancy agreement or the *Residential*

*Tenancy Act (Act)*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that damage or loss occurred; establishing that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

Section 28 of the *Act* states that a tenant is entitled to quiet enjoyment including, but not limited to, rights to 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 the *Act*; use of common areas for reasonable and lawful purposes, free from significant interference.

On the basis of the undisputed evidence, I find that the Landlord and the Tenant did not discuss the issue of mail delivery prior to the start of the tenancy. As the parties did not discuss the issue, I cannot conclude that a mail delivery option was a term of the tenancy agreement.

On the basis of the undisputed evidence, I find that the Landlord and the Tenant discussed the issue of mail delivery shortly after the tenancy began, at which time the Landlord suggested that the Tenant either rent a mail box or obtain his mail directly from a postal employee. As the Landlord did not offer to provide the Tenant with access to the owner's community mail box at that time, I find that an option for mail delivery was not added as a term of tenancy agreement at that time.

I am unaware of anything in the *Act* that requires a landlord to provide a tenant with a mail delivery option. I therefore cannot conclude that the Landlord breached the *Act* when he did not provide the Tenant with a mail delivery option.

In circumstances where mail delivery is not included as a term of the tenancy, a tenant is responsible for making their own arrangements for receiving mail, either by requesting a personal community mail box, by renting a mail box at an alternate location, or by arranging to have mail picked up from the post office.

I find that it is reasonable for an owner of a community mail box to not provide a key to that mailbox to a third party. Providing a key to a third party essentially provides that third party with direct access to private documents. In these circumstances, the owner of the community mail box eventually agreed to provide the Tenant with access to their provide mailbox, and the Tenant was able to retrieve his mail from the box after March 25, 2020.

As the Tenant has failed to establish that the Landlord breached the *Act* by not providing the Tenant with a mail delivery option, I find that the Tenant is not entitled to compensation for being without mail delivery for most of this tenancy.

I find the Landlord's testimony that in early April of 2020 he was told that the Tenant had asked contractors to leave the residential property is credible and reliable. I find that the Landlord's testimony in this regard was consistent and forthright. Even if I accepted the Tenant's testimony that he did not ask anyone to leave the property, I find that does not establish that the contractor(s) did not report that they had been asked to leave.

On the basis of the information received by the Landlord, I find it was reasonable for the Landlord to contact the RCMP. I find that contacting the RCMP when it is reasonable does not constitute a breach of the Tenant's right to quiet enjoyment and I find that the Tenant is not entitled to any compensation arising out of that report.

I find that the Tenant has submitted insufficient evidence to establish that the person who came to the residential property in April of 2020 was there for the purpose of intimidating the Tenant. In reaching this conclusion I was influenced by:

- The Landlord's testimony that the person was there for the purposes of working in the main house on the property, which is separate from the rental unit;
- The Tenant's testimony, which does not suggest that the person acted in an intimidating manner; and
- My understanding that being outside on a large residential property with the ability to maintain safe social distancing does not contravene COVID-19 safety recommendations.

As the Tenant submitted insufficient evidence to establish that the person who came to the residential property in April of 2020 did so for the purpose of intimidating the Tenant, I find he is not entitled to compensation related to that incident.

On the basis of the undisputed evidence, I find that the Landlord gave the Tenant the option of vacating the rental unit on April 15, 2020. On the basis of the text message submitted in evidence by the Tenant, I find the Landlord made it very clear that the Tenant was not required to vacate the rental unit prior to April 30, 2020.

As the Landlord did not require the Tenant to vacate the unit prior to the end of the fixed term of the tenancy, I find that the Tenant is not entitled to compensation for being offered the opportunity to leave earlier.

Conclusion:

The Tenant has failed to establish a monetary claim and I dismiss his Application for Dispute Resolution, 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: June 25, 2020

---

Residential Tenancy Branch