



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OLC, CNC, MNDCT, FFT

Introduction:

A hearing was convened on September 21, 2020 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, to cancel a One Month Notice to End Tenancy for Cause, for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* and/or the tenancy agreement, and to recover the fee for filing this Application for Dispute Resolution.

There was insufficient time to conclude this hearing on September 21, 2020. The hearing was reconvened on November 19, 2020 and was concluded on that date.

The Tenant stated that on August 08, 2020 the Dispute Resolution Package and evidence the Tenant to the Residential Tenancy Branch in August of 2020 was sent to the Landlord, via registered mail. The Landlord stated that these documents were received on August 17, 2020. As the Landlord acknowledged receipt of these documents, the evidence was accepted as evidence for these proceedings.

In September of 2020 the Tenant submitted additional evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was posted on the Landlord's door on September 01, 2020. The Landlord stated that she located this evidence and it was, therefore, accepted as evidence for these proceedings.

On September 11, 2020 the Landlord submitted evidence to the Residential Tenancy Branch, duplicates of which were provided on September 17, 2020. The Landlord stated that this evidence was sent to the Tenant, by registered mail, on September 08, 2020. The Tenant acknowledged receipt of this evidence and it was, therefore, accepted as evidence for these proceedings.

On September 14, 2020 the Landlord submitted evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was left in a common area in the residential complex on September 14, 2020. The Tenant acknowledged receipt of this evidence and it was, therefore, accepted as evidence for these proceedings.

The parties both acknowledged that they have had sufficient time to consider the evidence served in regard to these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant 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?
Is there a need to issue an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* and/or the tenancy agreement?
Should the One Month Notice to End Tenancy for Cause be set aside?

Background and Evidence:

The Landlord and the Tenant agreed that:

- The tenancy began on June 01, 2020;
- Rent of \$1,500.00 was due by the first day of each month;
- The Tenant rented living accommodations on the second floor of the residential complex, which is located on a rural property;
- The Landlord retained the lower portion of the complex for the Landlord's use;
- The Landlord served the Tenant with a One Month Notice to End Tenancy for Cause, which declared that she must vacate the unit by August 31, 2020;
- The Landlord served the Tenant with a second One Month Notice to End Tenancy for Cause, which declared that she must vacate the unit by September 30, 2020; and
- The Tenant served the Landlord with notice of her intent to end the tenancy on September 30, 2020.

At the hearing the Landlord and the Tenant agreed to set aside the aforementioned notices to end the tenancy and they mutually agreed to end this tenancy on September 30, 2020.

The Tenant stated that she wants an Order requiring the Landlord to provide her with a copy of the condition inspection report that was partially completed on June 16, 2020

and a copy of the written tenancy agreement. The Landlord stated that she left a copy of the tenancy agreement and the condition inspection report on the floor of the common area on, or about, June 20, 2020. The Tenant stated that she did not receive either document.

The Tenant stated that she wants an Order requiring the Landlord to return her security deposit. The parties were advised that I would not be considering the security deposit at these proceedings, as the Tenant has not applied for the return of the deposit.

The Tenant stated that she wants an Order requiring the Landlord to refrain from entering the rental unit after 6:00 p.m., for the duration of the tenancy. At the hearing on September 21, 2020 the Landlord stated that for the duration of the tenancy she will not enter the unit after 6:00 p.m.

The Tenant stated that she wants an Order requiring the Landlord to allow her to access the common laundry area. The Landlord stated that she prevented the Tenant from accessing that common area after the Tenant told her, on November 14, 2020, that she had been exposed to COVID-19. At the hearing on September 21, 2020 the Tenant stated that she has recently tested negative for COVID-19. At the hearing on September 21, 2020 the Landlord stated that she will allow the Tenant access to the common laundry area for the duration of the tenancy, now that the Tenant has tested negative for COVID-19.

The Tenant is seeking compensation of \$1,500.00 for loss of quiet enjoyment. This claim is, in part, related to fencing. In support of this claim the Tenant stated that:

- Prior to the start of this tenancy, the Landlord promised she would provide the Tenant with a private, fenced yard area;
- The Landlord provided a small “dog run” and a larger private fenced area;
- The Landlord did not specify a date of completion for the “dog run”;
- The Landlord promised the “larger private fenced area” would be completed by July 17, 2020;
- The “map” submitted in evidence by the Tenant shows the “dog run” marked in diagonal red lines to the left of the house;
- The “map” submitted in evidence by the Tenant shows the “larger private fenced area” as the enclosed area directly in front of the house;
- Construction on the “larger private fenced area” commenced on July 09, 2020;
- By July 17, 2020 she could secure the “larger private fenced area” using her own materials, although some of the fencing could be easily pushed over;

- She had to repeatedly remove her own materials while the Landlord was working on the larger fenced area;
- Photographs #3, #4, and #5 of the Landlord's evidence show the "dog run", which was completed on June 26, 2020;
- Landlord's photograph #14 shows the fencing is not completed, as the Tenant's dog could pass through the gap in the wiring (near the brick on the ground);
- On July 30, 2020 a gate was installed at the top of the stairs in the "larger private fenced area", but it was not secure and could easily be pushed over;
- This gate was not fully secure until September 15, 2020;
- Photograph #7 of Part 4 of the Tenant's evidence was taken on September 15, 2020;
- Photograph #7 shows temporary fencing on the stairs below the gate, which would not be necessary if the gate was secure on that date;
- Her loss of quiet enjoyment of the rental unit was negatively impacted by the amount of time the Landlord spent making repairs on the residential property;
- She estimates the Landlord spent 25 "four-hour" days in her private area building the fence;
- Of those 25 days, she was home for approximately 8 of them;
- She purposely left the rental unit when she received notice that the Landlord would be working on the property, as she found the fencing/rock work very loud;
- She asked the Landlord to provide screening for her sun porch;
- On June 29, 2020 the Landlord sent her an email informing her that she would be installing the screening, exterior maintenance, and exterior painting on July 02, 2020 or July 03, 2020, between 11 a.m. and 5 p.m.;
- She was not present when the Landlord came to install the screening;
- On July 05, 2020 the Landlord sent the Tenant an email, in which she informed the Tenant she would be working on the exterior of the property between July 06th and July 10th;
- She was not present when the Landlord was on the property between July 06th and July 10th, although it appears that work had been done;
- On July 19, 2020 the Landlord sent her an email, in which she informed the Tenant she would be working on the perimeter fence between July 20th to 24th (10:00 a.m. to 9:00 p.m.);
- She was not present when the Landlord was on the property between July 20th and July 24th, although it appears that work had been done;
- On July 26, 2020 the Landlord posted a notice on her door informing her that she would be mixing concrete and setting stones for the fence on July 27th thorough 31st, between 4-9 p.m., and that she would need access to the back porch on

July 27, 2020 for the purposes of electrical work needed for a clothes dryer (which was being provided to the Tenant);

- She was home when the Landlord was working on July 28th and 29th but she was not home if/when the Landlord was on the property on July 27th, 30th, or 31st;
- On August 09, 2020 the Landlord posted a notice that she will be working on the perimeter fence from August 11th through 13th (2p.m.-7 p.m.); that she will need access to the back deck on August 11th; that she will be doing concrete work, setting stones, and exterior touch up paint from August 17th through **19th (2p.m. – 7 p.m.)**, and that she will be working on the exterior of the house to make it “winter ready” from August 24th through 27th;
- The back deck of her unit is fully enclosed, and she considers it part of her home;
- She was not present on any of the dates between August 11th and August 27th, although it appeared some work was done on those dates;
- On September 09, 2020 the Landlord posted a notice that she would be working in the perimeter garden all day on September 11th and that they will be winterizing the home on September 14th;
- On September 09, 2020 the Landlord posted a second notice that she would be entering the interior of the rental unit on September 14th to replace light bulbs and take measurements;
- The Landlord did not enter the unit on September 09, 2020, as the Tenant had been exposed to COVID-19;
- On September 14, 2020 the Landlord posted a notice that she would be entering the porch and back deck on September 19th through 22nd (12 p.m. – 5 p.m.) and that they will complete the interior work that was planned for September 14, 2020 if the Tenant’s COVID-19 test was negative;
- The Landlord did not enter the interior of the unit between September 19th and 22nd;
- The Landlord was on the property on many more occasions, which she is not presenting as evidence during the hearing;
- All of the aforementioned notices to enter were notices that the Landlord would be entering the Tenant’s private yard, rather than notice that the Landlord would be working on other areas of the property; and
- Upon being asked if she wished to present any other evidence at the conclusion of the hearing, she stated she did not.

In response to the claim for loss of quiet enjoyment, the Landlord stated that:

- Prior to the start of this tenancy the Tenant was told a private, fenced yard area would be built;

- She did not intend to provide a “secure dog area” until after she became concerned that the dog may be dangerous and prone to escaping the fenced area;
- She provided the Tenant with a small “dog run” and a larger private fenced area, neither of which was in place prior to the start of the tenancy;
- The “map” submitted in evidence by the Tenant shows the “dog run” marked in diagonal red lines to the left of the house;
- The “map” submitted in evidence by the Tenant shows the “larger private fenced area” as the enclosed area directly in front of the house;
- The Tenant was told the small “dog run” would be completed by July 17, 2020;
- The small “dog run” was completed prior to July 17, 2020;
- Photographs #3, #4, and #5 of the Landlord’s evidence show the completed “dog run”;
- The Tenant was told the larger fenced area would be provided by July 17, 2020;
- The “larger private fenced area” was completed on July 18, 2020;
- Photograph #8 of the Landlord’s evidence was taken on, or about, July 13, 2020;
- Photograph #8 depicts the beginning of construction of the “larger private fenced area”;
- Photographs #9 and #10 of the Landlord’s evidence were taken on July 17, 2020;
- Photographs #9 and #10 depict the completion of the “larger private fenced area”, before wiring was attached to the fencing to prevent the Tenant’s dog from exiting through the fence;
- Photographs #12 and #13 of the Landlord’s evidence were taken on July 18, 2020;
- Photographs #12 and #13 depict the completion of the “larger private fenced area”, after wiring was installed to prevent the Tenant’s dog from exiting through the fence;
- Photograph #14 of the Landlord’s evidence was taken on July 18, 2020;
- Photograph #14 shows the completed rock stairs;
- There is a small gap in the wiring in photograph #14 (near the brick on the ground) but that gap could easily be covered with the wire;
- By July 30, 2020 the gate that was installed at the top of the stairs “larger private fenced area” was fully secured;
- On July 30, 2020 the gate would only swing inward;
- On September 15, 2020 adjustments were made so the gate would also swing outward;

- The temporary fencing on the stairs shown in photograph #7 of Part 4 of the evidence submitted by the Tenant was placed on the stairs to prevent the dogs from disturbing the cement that was poured to install the gate on July 30, 2020;
- The temporary fencing on the stairs could have been removed by the Tenant on any day after July 30, 2020;
- She does not recall how long it took to build the fence, but she estimates it took 4 “five or six-hour” days;
- Fencing work, include the rock work and mixing of concrete, is not particularly loud;
- On June 29, 2020 she sent the tenant an email informing her that she would be installing the screening, conducting exterior maintenance, and completing exterior painting on July 02, 2020 or July 03, 2020, between 11 a.m. and 5 p.m.;
- She came to the house on July 02, 2020 or July 03, 2020 to install the screen and work on the exterior of the property, but the tenant was not present on that date;
- On July 05, 2020 she sent the Tenant an email, in which she informed the Tenant she would be working on the exterior of the property between July 06th and July 10th;
- This was just a courtesy notification to inform the Tenant she would be on the property on between July 06th and July 10th, although she did not access the Tenant’s private areas on those dates;
- On July 19, 2020 she sent an email to the Tenant, in which she informed the Tenant she would be working on the perimeter fence between July 20th and 24th;
- She worked on the fence between July 20th and 24th, although she does not recall which days she was there;
- On July 26, 2020 she posted a notice on the Tenant’s door informing her that she would be mixing concrete and setting stones for the fence on July 27th thorough 31st, between 4-9 p.m., and that she would need access to the back porch on July 27, 2020 for the purposes of electrical work needed for a clothes dryer (which was being provided to the Tenant);
- She was present on the property between July 27th and July 31st, although she does not recall which days she was there;
- It was very hot during this period of time, so she did not come every day;
- On August 09, 2020 she posted a notice that she will be working on the perimeter fence from August 11th through 13th (2p.m.-7 p.m.); that she will need access to the back deck on August 11th that she will be doing concrete work, setting stones, and exterior touch up paint from August 17th through 19th (2p.m. – 7 p.m.), and that she will be working on the exterior of the house to make it “winter ready” from August 24th through 27th;

- She did work on the fence for short periods of time between August 11th and August 19th, although she does not recall the specific dates;
- She only worked on the fence for short periods of time on these dates due to the heat;
- She accessed the Tenant's back porch on August 11th for the purposes of meeting the electrician who was to install power for the Tenant's washer/dryer;
- She does not specifically recall the dates, but she believes she access the exterior of the house between August 24th through 27th for maintenance purposes;
- On September 09, 2020 she posted a notice that she would be working in the perimeter garden all day on September 11th and that they will be winterizing the home on September 14th;
- She does not specifically recall, but she believes she was on common areas of the property on September 11th and 14th;
- On September 09, 2020 she posted a second notice that she would be entering the interior of the rental unit to replace light bulbs and take measurements;
- She wanted to convert all the lights to LED lights because the Tenant was leaving the lights on for extended periods of time;
- She did not enter the unit to change the light bulbs because the Tenant told her she had been exposed to COVID-19;
- On September 14, 2020 she posted a notice that she would be entering the porch and back deck on September 19th through 22nd (12 p.m. – 5 p.m.) and that she will complete the interior work that was planned for September 14, 2020 if the Tenant's COVID-19 test was negative;
- She did not enter the interior of the unit between September 19th and 22nd because by that point she had just "given up";
- She does not recall if she was working on the exterior of the unit on those dates, but she suspects she was;
- This rental unit is on a working farm and, as such, the Landlord is frequently on the property;
- The Tenant was not home for 95% of the time the Landlord spent working on the fenced area; and
- Upon being asked if she wished to present any other evidence at the conclusion of the hearing, she stated she did not.

The Landlord submitted a document titled "Additional Terms of Tenancy Agreement" which lists some additional terms of the tenancy agreement. Both parties have signed each of the additional terms.

Both parties have initialed term 3 of the Additional Terms of Tenancy Agreement”, which stipulates, in part, that:

- The Landlord and helpers will maintain the grounds around the home;
- The Tenant is expected to sweep near the entry to the “mudroom” and the Landlord will also sweep this area; and
- The Tenant should expect people working in the landscape.

Both parties have initialed term 4 of the Additional Terms of Tenancy Agreement”, which stipulates, in part, that:

- The house is situated on a “working farm”; and
- The Landlord is “always working on the property”.

Both parties have initialed term 13 of the Additional Terms of Tenancy Agreement”, which stipulates, in part, that:

- The covered area that is to be built on the back deck of Tenant’s upstairs is for the Tenant’s private use.

Analysis:

On the basis of the testimony provided at the hearing, I find that the parties have agreed to set aside the aforementioned notices to end the tenancy and that they have mutually agreed to end this tenancy on September 30, 2020. I therefore find that there is no need for me to consider the application to cancel a One Month Notice to End Tenancy for Cause. I find that this tenancy ended on September 30, 2020, by mutual agreement.

The *Residential Tenancy Act (Act)* requires a landlord to provide a tenant with a copy of the tenancy agreement and the condition inspection report that is completed at the start of the tenancy agreement, in accordance with section 88 of the *Act*. Section 88 of the *Act* does not permit a landlord to serve documents to a tenant by leaving it on the floor of a common area. Section 88 allows documents to be served by:

- a) by leaving a copy with the person;
- (b) if the person is a landlord, by leaving a copy with an agent of the landlord;
- (c) by sending a copy by ordinary mail or registered mail to the address at which the person resides or, if the person is a landlord, to the address at which the person carries on business as a landlord;
- (d) if the person is a tenant, by sending a copy by ordinary mail or registered mail to a forwarding address provided by the tenant;

- (e) by leaving a copy at the person's residence with an adult who apparently resides with the person;
- (f) by leaving a copy in a mailbox or mail slot for the address at which the person resides or, if the person is a landlord, for the address at which the person carries on business as a landlord;
- (g) by attaching a copy to a door or other conspicuous place at the address at which the person resides or, if the person is a landlord, at the address at which the person carries on business as a landlord;
- (h) by transmitting a copy to a fax number provided as an address for service by the person to be served;
- (i) as ordered by the director under section 71 (1) of the *Act*; and
- (j) by any other means of service prescribed in the regulations.

Even if I accepted the Landlord's testimony that she left a copy of the tenancy agreement and the condition inspection report on the floor of the common area in June of 2020, I would conclude that it was not served in accordance with section 88 of the *Act*. As the Tenant does not acknowledge receiving the tenancy agreement and the partially completed condition inspection report, I Order the Landlord to serve those two documents to the Tenant within 10 days of receiving this decision, in a manner permitted by section 88 of the *Act*.

As this tenancy has ended, I find there is no need for me to issue an Order preventing the Landlord from entering the unit after 6:00 p.m. or for me to issue an Order requiring the Landlord to provide the Tenant with access to the common laundry area.

On the basis of the undisputed evidence, I find that sometime prior to July 17, 2020 the Tenant was provided with a small "dog run". As there is no evidence that the Tenant was told the "dog run" would be provided prior to July 17, 2020, I cannot conclude that the Tenant is entitled to compensation for being without a "dog run" for any period of time.

There is a basic legal premise that places the burden of proving a claim on the party claiming compensation. In these circumstances, the Tenant bears the burden of proving her claims.

Section 27 of the *Residential Tenancy Act (Act)* stipulates that a landlord must not terminate or restrict a service or facility if that service or facility is essential to the tenant's use of the rental unit as living accommodation or providing the service or facility is a material term of the tenancy agreement.

On the basis of the undisputed evidence, I find the Landlord promised to provide the “larger private fenced area” by July 17, 2020. On the basis of the undisputed evidence, I find that the fencing around the “larger private fenced area” was essential in place by July 18, 2020, although the Tenant had to secure some a few uncompleted areas with her own materials.

On the basis of the video evidence taken by the Tenant on July 24, 2020, I find that although the fencing around the “larger private fenced area” was essentially in place on July 18, 2020, it was somewhat unstable. Regardless of the stability of the fencing and that the Tenant had to use her own materials to fully secure the area, I find that it provided reasonable privacy and security to the Tenant.

On the basis of the testimony of the Landlord, I find that a gate was not installed at the top of the stairs leading to the “larger private fenced area” until July 30, 2020. On the basis of the testimony of the Landlord, I find that this gate was not fully functional on July 30, 2020, as it would only swing inward. Although the gate did not swing outward, I find that it served its purpose of blocking access to the fenced area.

I find that the Tenant submitted insufficient evidence to support her submission that the gate which was installed on July 30, 2020 was unstable. In reaching this conclusion I placed little weight on the Photograph #7 of Part 4 of the Tenant’s evidence that was taken on September 15, 2020. While I accept the undisputed evidence that there is temporary fencing on the stairs below the gate, I find that the Tenant has failed to establish that the fencing was there because the gate was unstable after July 30, 2020. I find the Landlord’s explanation that it was placed there simply to protect the cement that was poured on July 30, 2020 and that it could have been removed after July 30, 2020 to be reasonable and credible.

On the basis of the undisputed evidence, I find that construction on the “larger private fenced area” was fully completed on September 15, 2020, at which point the gate was stable and would swing both inwards and outwards.

I find that for the period between July 18, 2020 and July 30, 2020 the Tenant was provided with the reasonably secure fenced area she was promised, although it did not have a functional gate until July 30, 2020. In spite of the absence of a functional gate, I find that the Tenant was able to secure the fenced area by simply placing temporary fencing at the top of the stairs. While I accept this may have been an inconvenience for the Tenant, I find that it constitutes a minor inconvenience for which compensation is

not warranted.

Section 28 of the *Act* entitles tenants the right to quiet enjoyment of the rental unit including, but not limited 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 section 29 of the *Act*; and use of common areas for reasonable and lawful purposes, free from significant interference.

Residential Tenancy Branch Policy Guideline #6, with which I concur, reads, in part:

A landlord is obligated to ensure that the tenant's entitlement to quiet enjoyment is protected. A breach of the entitlement to quiet enjoyment means substantial interference with the ordinary and lawful enjoyment of the premises. This includes situations in which the landlord has directly caused the interference, and situations in which the landlord was aware of an interference or unreasonable disturbance, but failed to take reasonable steps to correct these.

Temporary discomfort or inconvenience does not constitute a basis for a breach of the entitlement to quiet enjoyment. Frequent and ongoing interference or unreasonable disturbances may form a basis for a claim of a breach of the entitlement to quiet enjoyment.

In determining whether a breach of quiet enjoyment has occurred, it is necessary to balance the tenant's right to quiet enjoyment with the landlord's right and responsibility to maintain the premises.

Even if I accepted that the Landlord spent 25 "four-hour" days building the private fenced area, which is approximately 12 work days, I find that is not an unreasonable amount of time given the quality of the fencing and the fence was being built by the Landlord, who is not a professional. When I balance the inconvenience of the Landlord taking up to 12 days to build a fence with the Landlord's obligation to build the fence for the Tenant (and the ultimate benefit for the Tenant), I find that the Tenant is not entitled to compensation for any inconvenience arising from this construction.

On the basis of the undisputed evidence, I find that the Landlord provided the Tenant with notice that she would be on the property on numerous days for the purpose of installing fence around the Tenant's private fenced area. Although the Tenant contends that she vacated the property on each of those days because she found the work to be noisy, I find that the Tenant's decision to vacate the rental unit during those proposed working days is not a basis for a claim for loss of quiet enjoyment. In reaching this conclusion I was influenced by my experience that building rockwork and a fence of this nature is not particularly loud and by the absence of any evidence from the Tenant to establish that it is unreasonably loud.

On the basis of the undisputed evidence, I find that the Tenant asked the Landlord to provide screening for her sun porch; that on June 29, 2020 the Landlord sent her an email informing her that she would be installing the screening, conducting exterior maintenance, and completing exterior painting on July 02, 2020 or July 03, 2020, between 11 a.m. and 5 p.m. On the basis of the undisputed evidence, I find that the Landlord installed screening on the Tenant's sun porch on July 02, 2020 or July 03, 2020. As this work was in direct response to a request made by the Tenant, I find that the Tenant is not entitled to compensation for any inconvenience arising from this installation.

On the basis of the undisputed evidence, I find that on July 26, 2020 the Landlord posted a notice on the Tenant's door informing her that she would need access to the back porch on July 27, 2020 for the purposes of electrical work needed for a clothes dryer, which was being provided to the Tenant. On the basis of the undisputed evidence, I find that on August 09, 2020 the Landlord posted a notice that she will be will need access to the back deck on August 11, 2020. As the purpose for accessing the back porch on both days was to provide the Tenant with a clothes dryer, I find that the Tenant is not entitled to compensation for any inconvenience arising from this entry.

On the basis of the undisputed evidence, I find that on September 09, 2020 the Landlord posted a notice that she would be entering the interior of the rental unit to replace light bulbs and take measurements and that the Landlord did not subsequently enter the rental unit during the tenancy for these reasons, in part, because the Tenant told the Landlord the Tenant had been exposed to COVID-19.

On the basis of the testimony of the Landlord, I find that she wanted to convert light bulbs in the unit to LED bulbs in an effort to save energy. I find this to be a reasonable reason to give notice to enter a rental unit. As the Landlord never did enter the rental unit in September to replace light bulbs or take measurements, I find that the Tenant is not entitled to compensation for any inconvenience arising from notice of this entry.

On the basis of the undisputed evidence, I find that the Landlord informed the Tenant on numerous occasions that she would be working on the property and on the exterior of the rental unit.

As this rental unit is on the second floor of a complex and the Landlord retained the right to use the lower portion of the complex, I find that the Tenant could have no reasonable expectation that the Landlord would not access the exterior of the building for the

purposes of regular maintenance. As the Tenant could have no reasonable expectation that the Landlord would not access the exterior of the building for the purposes of regular maintenance, I find that the Tenant is not entitled to compensation for any time the Landlord spent working on the exterior of the building.

As the additional terms of the tenancy agreement clearly informed the Tenant that the rental unit is located on a working farm, the Landlord and helpers will maintain the grounds around the home; the Landlord will sweep the area in front of the “mudroom”; the Tenant should expect people working in the landscape; and the Landlord is “always working on the property”, I find that the Tenant knew, or should have known that people would be working near the rental unit. As the Tenant knew, or should have known, that people would be working near the rental unit, I find that the Tenant is not entitled to compensation for any time the Landlord spent working near the unit.

I find that the Tenant failed to establish the merit of her Application for Dispute Resolution and I dismiss her application to recover the fee paid to file this Application.

Conclusion:

The Tenant’s application for compensation for loss of quiet enjoyment is 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: November 20, 2020

Residential Tenancy Branch