



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, PSF, OLC, RR

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside 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, for an Order requiring the Landlord to provide services or facilities, and for a rent reduction.

At the outset of the hearing the Tenant withdrew the application to set aside a One Month Notice to End Tenancy for Cause, for an Order requiring the Landlord to comply with the *Act* and/or the tenancy agreement, and for an Order requiring the Landlord to provide services or facilities, as he has vacated the rental unit.

The Tenant stated that on January 06, 2021 he personally served the Landlord with the Dispute Resolution Package and the evidence he submitted to the Residential Tenancy Branch. The Landlord acknowledged these documents were received and the evidence was accepted as evidence for these proceedings.

On January 26, 2021 and February 28, 2021, the Landlord submitted evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was served to the Tenant, via mail, on March 10, 2021. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

The participants 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 a rent reduction?

Background and Evidence

The Landlord and the Tenant agree that:

- The Tenant moved into the rental unit in October of 2019;
- Prior to moving into the rental unit, the Landlord's daughter was living in the rental unit;
- The Landlord and the Tenant did not enter into a written tenancy agreement;
- The Tenant and the Landlord's daughter each had a bedroom in the rental unit;
- The Tenant and the Landlord's daughter shared common areas in the rental unit;
- The Tenant agreed to pay monthly rent of \$500.00 to the Landlord by the first day of each month;
- On December 29, 2020 the Tenant was personally served with a One Month Notice to End Tenancy for Cause, which required him to vacate the rental unit by February 01, 2021; and
- The Tenant vacated the rental unit on January 31, 2021.

The Tenant stated that:

- He and the Landlord's daughters were personal friends prior to him moving into the unit;
- He understands the Landlord was paying monthly rent directly to the Landlord;
- In May of 2020 his relationship with the Landlord's daughter began to deteriorate;
- He first spoke with the Landlord about his failing relationship with his daughter sometime in June of 2020;
- On November 24, 2020 he informed the Landlord that he would be vacating the rental unit as his relationship with his daughter was "not working";
- He did not submit any evidence to show when he first informed the Landlord of problem between him and the Landlord's daughter;

- In early December he had a conversation with the Landlord in which he informed him that he would vacate the rental unit “as soon as possible”, however he did not agree to move out on any specific date;
- He is seeking a rent reduction, in part, because he believes the Landlord should have done more to control his daughter’s behaviour while he was looking for alternate accommodation;
- He understands the Landlord attempted to intervene in the conflict by talking to their daughter;
- The Landlord’s daughter would not comply with the Landlord’s direction to behave appropriately;
- The Landlord and the Landlord#2 intervened “once or twice” while he and their daughter were arguing;
- Landlord #2 did suggest communicating in writing as a means of reducing the conflict;
- The notes left by the Landlord’s daughter increased his anxiety due to number of notes she left;
- He is seeking a rent reduction, in part, because the Landlord’s daughter would not let him use her furnishings and other household items, such as dishes;
- The Landlord never informed him he was renting a furnished rental unit; and
- When he moved into the unit he understood that the furnishings and household items in the unit belonged to the Landlord’s daughter.

The Landlord stated that:

- His daughter paid monthly rent of \$450.00;
- The Tenant first told him there were problems between the Tenant and his daughter in late October of 2020, at which time the Tenant told him he planned to move;
- In early December he and his wife had a conversation with the Tenant, at which time he agreed to move out of the rental unit by January 01, 2021;
- On many occasions he and his wife spoke with his daughter and asked her to behave appropriately toward the Tenant;
- They were not providing a furnished rental unit to either the Tenant or his daughter;
- All of the household items and furnishings in the unit belonged to the Tenant or the Landlord’s daughter; and
- He understands that his daughter was sharing her furniture and household personal items with the Tenant before their relationship deteriorated.

The Landlord #2 stated that:

- She and her husband spoke with their daughter “many times” in regard to her behaviour toward the Tenant;
- She and her husband went to the rental unit on more than one occasion to “referee” arguments between the Tenant and her daughter;
- During these arguments the Tenant and her daughter would push each other;
- In an attempt to reduce the conflict between the Tenant and her daughter, she suggested the parties only communicate in writing; and
- This appeared to exacerbate the conflict, as neither party liked seeing the written notes.

Analysis

On the basis of the undisputed evidence, I find the Landlord and the Tenant entered into a verbal tenancy agreement for the rental unit.

On the basis of the undisputed evidence, I find the Landlord and his daughter also entered into a verbal tenancy agreement for the same rental unit.

On the basis of the undisputed evidence, I find that the two separate tenancy agreements required the Tenant and the Landlord’s daughter to share common spaces in the rental unit.

Section 28 of the *Residential Tenancy Act (Act)* stipulates 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.

Residential Tenancy Branch Policy Guideline 16, 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.

A landlord can be held responsible for the actions of other tenants if it can be established that the landlord was aware of a problem and failed to take reasonable steps to correct it.

On the basis of the undisputed evidence, I find that there was a significant conflict between the Tenant and the Landlord's daughter, both of whom were occupying the rental unit under separate tenancy agreements. I find that the Tenant has failed to establish that the Landlord breached his right to the quiet enjoyment of the rental unit by failing to take reasonable steps to intervene in the interpersonal conflict between the two tenants.

On the basis of the testimony of the Landlord, I find that the Tenant informed the Landlord of the conflict between him and the Landlord's daughter sometime in late October of 2020. As there is no evidence to corroborate the Tenant's testimony that he informed the Landlord of the problem in June of 2020, which is denied by the Landlord, I cannot conclude that the Landlord knew of the conflict prior to late October of 2020. As there is no evidence that the Landlord did not know of the conflict prior to late October of 2020, there can be no reasonable expectation that the Landlord could intervene in the conflict prior to that date.

On the basis of the evidence before me I find that the Landlord took reasonable steps to intervene in the conflict between the Tenant and the Landlord's daughter. Specifically, I find that the Landlord and the Landlord #2:

- spoke with their daughter on more than one occasion and asked her to behave appropriately towards the Tenant;
- directly intervened on more than one occasion in arguments between the Tenant and her daughter, during which the Tenant and her daughter would push each other; and
- they suggested the parties only communicate in writing in an attempt to reduce the conflict, albeit that did not serve to reduce the conflict.

On the basis of the undisputed evidence, I find that the Landlords' attempts to intervene in the conflict were unsuccessful.

In situations where a landlord cannot resolve the conflict between occupants who are sharing common space on the basis of separate tenancy agreements, the only option

left to the landlord is to end the tenancy of one or both tenants. In circumstances such as these, where the Tenant has informed the Landlord he is seeking alternate accommodation, I find it was reasonable for the Landlord to allow their daughter's tenancy to continue and to attempt to end the tenancy of the Tenant.

As the Tenant has failed to establish that the Landlord breached his right to the quiet enjoyment of the rental unit by failing to take reasonable steps to intervene in the interpersonal conflict between the two tenants, I find that the Tenant is not entitled to a rent reduction as a result of the conflict between the Tenant and the Landlord's daughter.

On the basis of the undisputed evidence, I find that the Landlord rented an unfurnished rental unit to the Tenant. On the basis of the testimony of the Tenant, I find that when he moved into the rental unit, he understood the furniture and household items in the unit belonged to the Landlord's daughter, who was also a tenant in the unit.

As the Landlord did not rent the Tenant a furnished rental unit, I find that the Tenant is not entitled to a rent reduction because the other tenant living in the rental unit has decided that she no longer wishes to share her furnishings and/or household items.

I find that the Tenant has failed to establish that he is entitled to a rent reduction and I dismiss his claim for a rent reduction.

Conclusion

The Tenant's application for a rent reduction 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: March 30, 2021

Residential Tenancy Branch