Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EARL DEVELOPMENT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, MNDCT, RR, LRE, AAT, RP, FFT

Introduction

The Tenant filed an Application for Dispute Resolution on February 7, 2022 seeking:

(a) cancellation of the One Month Notice to End Tenancy for Cause (the "One-Month Notice") issued on January 27, 2022
(b) compensation for monetary loss or other money owed,
(c) reduction in rent for repairs, services or facilities agreed upon but not provided
(d) suspension/set conditions on the Landlord's right to enter,
(e) allowed access for the Tenant and/or guests
(f) repairs made, after a request made in writing
(g) reimbursement of the Application filing fee.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the "*Act*") on February 7, 2022. Both parties attended the hearing, and confirmed they received the prepared documentary evidence of the other.

Preliminary Matter – tenancy ending

At the outset of the hearing, the Landlord and Tenant agreed that the Tenant was moving out on May 31, 2022. Because of this, the Landlord stated they were not intending to rely on the One-Month Notice they issued on January 27, 2022, and in the hearing withdrew that One-Month Notice. The Tenant stated their acknowledgement. I dismiss this piece of the Tenant's Application, without leave to reapply, because the tenancy will end for a different reason and the Tenant confirmed that in the hearing.

Some of the Tenant's grounds for dispute resolution – listed as (c) through (f) above – concern an ongoing tenancy. Because the tenancy will end, these issues are no longer relevant. I dismiss these specific issues, without leave to reapply.

Issues to be Decided

Is the Tenant entitled to compensation for monetary loss or other money owed, pursuant to s. 67 of the *Act*?

Is the Tenant entitled to a reduction in rent for repairs, services, or facilities agreed upon but not provided by the Landlord, pursuant to s. 65 of the *Act*?

Is the Tenant entitled to reimbursement of the Application filing fee, pursuant to s. 72 of the *Act*?

Background and Evidence

The Landlord presented a copy of the initial tenancy agreement signed by the parties on January 30, 2018 for the fixed-term tenancy starting on March 1, 2018 and ending on February 28, 2019. The rent from 2018 to 2019 was $2,500 per month. The Tenant paid two deposits at the start of the tenancy, for $1,250 each.

Both the Tenant and the Landlord provided a copy of the subsequent agreement, for an extension for the ongoing tenancy starting on October 1, 2019. This was for an original fixed-term ending on September 30, 2021; however, this evolved into an ongoing month-to-month agreement. The second agreement shows the rent amount as $2,100 per month

In the hearing the Landlord pointed to the second page of the agreement where *what is included in the rent* is listed. This was to provide that the Tenant was entitled to a parking space and no separate provision for exclusive use of the backyard area. The copy in the evidence does not indicate these specifically as being included in the rent.

The Tenant also pointed to two clauses within the tenancy agreement addendum: that which provides that the Tenant is the one responsible for yard maintenance and landscaping; the second being the Tenant having 2 pets. The Tenant submitted they were at all times complying with those specific pieces of the addendum.

Tenant's evidence and submissions

The Tenant claims for compensation from the Landlord because of the alleged violation of their right to quiet enjoyment of the rental unit by the Landlord. This is because of the Landlord's repeated entry on to the residential property without adequate notice, leading to "emotional anguish and mental torture" that would not have happened if the Landlord followed the law.

In the hearing, the Tenant provided their version of the history of the issue. This began on December 8, 2021 when the Landlord entered at between 5-6pm with a written notice that they wanted to erect tree barriers in the yard space, in line with the future demolition. The Tenant's record contains their email to the Landlord to advise they "do not agree to any preliminary works in the garden or house while I am renting it." They noted: "Please do not send anybody over and do not come unannounced to my house anymore, I am actually having a very huge anxiety attack due to the looming eviction and my opinion not acting in good faith (asbestos threat)".

In their evidence the Tenant included video of the Landlord's visit at approximately 4pm on that date. The Landlord is seen giving a document to the Tenant advising of the work to start the following day, in line with 24 hours' required notice. The Tenant's response, stating "you can't just give me a letter and then start the work tomorrow". The Tenant also advises the Landlord of their child's enjoyment of the trees in that yard space.

The Tenant included the emails they received from the Landlord wherein the Landlord noted "you haven't read the notice we served you today". The Landlord set out their need for preliminary work in order to have a demolition permit in place, as required by WorkSafeBC and the city. This set out the Landlord's upcoming visits: December 9, for covering trees and construction of tree barriers, stating that they "informed [the Tenant] a few times over the past year"; and December 13, at 2pm, to survey for hazardous materials for a few hours inside the rental unit. This message also set out that the survey for hazardous materials may involve some remedial work that would take approximately 1 or 2 days, at which time the Landlord asked the Tenant to move out from the rental unit temporarily, with the Landlord reimbursing the Tenant with a rent reduction for 3 days, and $100 per day for meals.

The Tenant set out their objections in an email the following morning on December 9. The Tenant noted "a very negative effect on [their] mental health and made [them] miss

work and income today". They noted the impact that work in the yard would have on their child who is "depending on accessing the yard including the trees." They also notified the Landlord they would call the police "if [they] find trespassers in [their] yard."

The Tenant presented that on the following morning, December 9, contractors arrived at the rental property in the morning to erect tree barriers in the yard. The Tenant stated their objection to the contractor starting work at that time, and the contractor gave their reply that the Landlord provided sufficient notice of the work in advance to the Tenant. "Tell [the Landlord] I said "no", and [they, *i.e.*, the Landlord] can go to the Residential Tenancy Branch."

According to the Tenant, the contractors visited again two days later on December 11. They provided doorbell camera footage of the contractors ringing the bell, receiving no answer, then inspecting the yard area. The Tenant described this as the first visit by the contractors on that date. The footage does not show the contractors performing any work.

A second set of videos from December 11 show the contractors beginning the work of constructing lumber tree barriers around some of the trees in the backyard. The Tenant later was interacting with the contractors and instructing them to remove the materials. The last of the videos from that date shows the Tenant speaking to the contractors on the street, captured on their own phone, informing the contractors they would remove the material on their own, and then bill the contractor for that work.

The Tenant notified the Landlord of their child injuring themself on "fence pieces that the contractors left unsecured in my yard." The Tenant stated they would remove the materials, then "contract it out and deduct the cost . . . from next month's rent payment." The Tenant also notified the Landlord of further rent discount for "harassment and bullying, disturbing my peace and unavailability of my yard, lost income and potential claims from contracted third parties. . . impacted by delayed [work] projects."

Doorbell camera footage from December 13 (labelled in the Tenant's evidence as "against our instructions") shows the contractor arriving at the Tenant's unit to announce they were present to inspect the rental unit. The contractor announced they were present for the 2pm appointment, as per the Landlord's instructions, to inspect the interior of the rental unit home for asbestos. The contractors left the home without entry or inspection at that time.

There is more doorbell camera footage in the Tenant's evidence from December 14. According to the Tenant, this was another unannounced visit. At this time the contractors removed the extra tree barrier construction material; however, some of the barriers were erected, and remained in the yard as of the date of the hearing.

The Tenant provided a series of photos showing their children playing at various locations in the yard, with this involving the trees. Other photos show the children climbing on the erected tree barriers and playing with the plastic fencing material.

Tenant's claim for compensation

On their Application of February 8, the Tenant listed two components of monetary compensation. They provided more general submissions in the hearing of the principles underlying their claim, and why fair recompense should follow from the Landlord.

They submit the yard and trees are a part of the tenancy agreement, wherein the Tenant is required to spend their own money to care for the yard and trees. Because of this responsibility assigned to them, they simply deserve some notice from the Landlord about pending work that impacts that responsibility.

Additionally, they have the exclusive right to quiet enjoyment, as per s. 28 of the *Act*. This entails reasonable privacy, and freedom from unreasonable disturbances. As per s. 29 of the *Act*, the Landlord must not enter except when certain conditions therein are fulfilled, and that entry must be for a reasonable purpose. Running counter to this, in this situation, was the Landlord starting the process of demolition while the Tenant was still in the rental unit. The Tenant in their letter dated January 31, 2022 stated that "[The Landlord's] right to enter the Property is always subject to [the Tenant's] permission at the time of the entry", citing s. 29(1)(a) of the *Act*.

The Tenant also cited the Landlord's restriction of a service or facility, with the actions of the Landlord here -- in the Tenant's submission -- as running counter to that. From the outset of this tenancy, the yard was one of the reasons the Tenant applied to live there, relating to their child's autism needs, depending largely on the yard and the trees. This links to the Tenant's claim for rent reduction: that is 20% of the monthly rent, for each consecutive month from December 2021 to the last month of the tenancy, in which this hearing was held, to May 2022. At the time of their Application in February 2022, this amounted to $1,260; factoring in three more months existing in the tenancy brings the total to $2,520.

The Tenant also claims the situation led to stress and anxiety, to a degree that affected their working life, leading to ultimate loss of their then-current contracted work arrangement. They rely on a physician's report completed for the purpose of obtaining income during the period of absence from work. The amount claimed for this loss to the Tenant is $18,562.50, representing their wage loss during the period in question.

They submitted the following documentation for this claim:

- a copy of the job contract signed by the employer on December 6, 2021, showing the role to be IT Support, at $45 per hour, starting on that date
- a January 5 email from the Tenant to their employer, notifying them that they were needing more time to deal with the situation, noted to be "the eviction case"
- by February 7, 2022 the Tenant was contacting the employer to inquire on how to return work equipment to them
- on January 11, 2022 the employer advised in an internal email they found a replacement for the Tenant, and the contract had been terminated
- a Medical Certificate from Service Canada dated December 20, 2021, showing the Tenant's incapacity to work from December 21 through to January 28, due to "depression, fatigue, exhausted, unable to concentrate at work"
- a document dated February 7, 2022 showing wage loss of $18,562.50, at 37.50 per week, with days worked being December 6-8 and December 14-17, 2021.

In a letter from the Tenant's counsel to the Landlord, dated January 5, 2022, they noted the impact of "harassments, breach of quiet enjoyment, unannounced visitations, trespass, and threats of eviction" to the Tenant. This made it "impossible" for the Tenant to work from December 9, 2021 through to January 28, 2022. They provided the amount of $12,487.50 as lost wages, and legal fees for $840 to date, demanding $15,000 from the Landlord "as compensation for trespass and incidental costs."

In the hearing, the Tenant stated the contract arrangement was for 3 months in total. The Tenant stated the did not "recall the exact calculation" for the amount they provided as the sum total for this portion of their claim.

In the hearing the Tenant also provided that had to stay home and make those arrangements because of the immediate situation with contractors arriving for work at the rental property. This started when contractors arrived at the property on December 9. Though they worked from December 14-17, they "weren't really able to do productive work [and] excused [themself] at some point."

Landlord's Response evidence and submissions

The Landlord prepared a response setting out their evidence, dated May 4, 2022.

The Landlord had a city-set deadline of December 15, 2021 to address deficiencies in their demolition permit application. This included a tree barrier inspection, and a survey for hazardous materials. If not completed, a demolition permit could not be issued. They submit these could be done without vacating the rental unit.

The relevant information and documents include the following:

- A record of their December 7, 2021 call to the Residential Tenancy Branch. The response set out is that the Landlord could compensate the Tenant on a per-diem amount of rent reduction for any time they may need to be out of the home during hazardous material testing. A proper notice to the Tenant outlining the date, time and purpose of the entry could be served. Work required outdoors does not require advance 24 hours notice.

- A record of their December 9 call to the Residential Tenancy Branch. This was an inquiry on how to handle the situation where the Tenant denied contractors access to the space and interfered with the work. The reference was to the tenancy agreement which may have to specify that the yard space was for the Tenant's private access only.

- An event timeline containing the following information relevant to the Landlord's response:
    - July 22, 2021: the Landlord informed the Tenant of the intention to end the tenancy for the purpose of demolition.
    - November 26, 2021: the Landlord informed the Tenant of the December timeline for setting up tree barriers for inspection by the city
    - November 28: the Tenant stated their concern and "asked for proper notice with all permits in place"
    - December 7: Landlord sent 24 hr notice of entry to yard and entry for hazardous material check to Tenant at 5:19pm
    - December 8: Landlord hand-delivered notice of work in the yard and request for home entry on December 13.
    - December 11: contractor arrived at the home with no Tenant at home at that time. The contractor started building tree barriers. The Tenant

returned at 3pm and removed part of the contractor's work, threatening to call the police. No police arrived.
    - December 13: the Tenant refused the contractor entry for hazardous material testing. The Landlord delivered a warning notice to the Tenant at 5pm.
    - December 14: The Landlord paid extra to the contractor for damaged barriers and materials thrown away by the Tenant.
    - The parties made counter-offers to settle the issues via counsel. This involved 2 or 3 months of free rent to the Tenant. By March 16, the Tenant made additional claims for compensation to the Landlord and demanded a clause to limit the tree barrier installation.

- An April 6, 2022 document sets out the Landlord's response on a variety of issues:
    - asbestos testing can be done without vacating the property and the Landlord has the right to access the unit with proper notice for this work
    - the Tenant refused to sign authorization for the Landlord to contact them via email exclusively; therefore, visits from the Landlord to the property to deliver documents in person cannot be deemed "unannounced"
    - the Landlord paid extra for the contractor to re-visit to remove extra materials on site and remove the damage to the barriers by the Tenant
    - the tree barriers, damaged by the Tenant, are not in a designated parking spot for them; the agreement never featured parking
    - the tree barriers present a minimal intrusion into the Tenant's use of the yard space – the trees that need to be protected are either on adjacent properties or between the two properties
    - after three offers from the Landlord, the work still cannot be completed with no agreement from the Tenant.

- The Tenant and Landlord communicated about the pending end to the tenancy starting in July 2021. The Landlord extended the fixed-term, and the Tenant advised they would begin their search for a new residence.
- On November 26, 2021 the Landlord advised of the upcoming work on 13 big trees needing protection "by next week". They advised of plywood being used and advised of the safety risk to the Tenant's children.

- The Tenant responded on November 28 and asked the Landlord to not obstruct access to the yard or trees or store any building material while they were still renting the property.

- On December 8 (the complete email appearing in the Landlord's record), the Landlord reminded the Tenant that contractors visited previously in the year, "such as taking measurement, inspection for the fence etc." The Landlord reiterated this work was necessary prior to the issuance of the Demolition Permit. On this date the Landlord also advised (as per the written notice served in person to the Tenant that same day) that the survey for hazardous material in the rental unit would begin on December 13, 2021. They reiterated this was also needed prior to any salvage work.

- By letter dated December 22, 2021, the Landlord proposed reaching an agreement with the Tenant on when the contractor may enter in January 2022 to install barriers around the trees and survey for hazardous materials. They reiterated they wished to complete all qualifications for a proper permit prior to issuing a Four-Month Notice to the Tenant. (By letter dated January 5, the Tenant named January 24 – 26, 2022 as possible dates; however, they then demanded removal of remaining tree barrier material and would not accede to the Landlord's request for further work on this until the tenancy was ended.)

The Landlord included three videos in their evidence. One was the same visit of December 9 when the contractor arrived to start work and the Tenant announced they did not have 24 hours notice, and they wanted no obstructions in the yard. A second video shows the contractor arriving to the front door on December 11, with a full camera scan of the yard space. There was no answer to the contractor's call, even after their further knocks on the back door. The third video shows the visit from the contractor's perspective; the Tenant's response (through the doorbell speaker) was their request for the contractors to remove the material, also threatening to remove the material on their own. The Tenant asked the contractor "No, please leave", and then did not allow entrance or answer to further knocks.

In the hearing, the Landlord reiterated that the *Act* s. 29 provides for entrance to a rental unit, and in this tenancy, there was no specific note in the tenancy agreement about the Tenant having exclusive use of the yard space. Additionally, any clause in the addendum about yard maintenance and care for trees does likewise not confer exclusive access. The Landlord is demolishing the property, as part of a Four-Month Notice – both the tree barriers and asbestos testing are requirements, and part of the permit process. This goes to the reasonableness of the Landlord's request for work in the yard, and entrance for hazardous substances testing.

In response to the Tenant's submission re: permit requirements, the Landlord submitted this was not a situation where the Tenant was stating 'please serve me the Four-Month Notice'; rather, the Tenant instead interrupted the work from the Landlord.

Landlord's response to the Tenant's compensation claim

In the hearing, the Landlord spoke specifically to the Tenant's claim for compensation.

The Landlord referred to the concept of "essential services" in relation to the Tenant's claim for a reduced rent amount, in answer to the Tenant's claim that the yard space was reduced. The Landlord submits full access to all spaces in the yard is *not* services required under the *Act*. This makes the Tenant's claim to 20% of the monthly rent out of order. Additionally, there was no revised monetary order submitted to reflect the additional months the Tenant claimed in the hearing.

The Landlord also submitted there was minimal interruption to the Tenant by the contractors: they paid those contractors extra to make a clean-up of the items thrown outside the property by the Tenant; in addition, the yard space itself was left quite neat by the contractors, and any materials left elsewhere in the yard were the result of the Tenant's own move to dismantle the contractor's work. Additionally, the Landlord had a neighbour inform them that the yard was fully maintained.

On the Tenant's claim for loss of work income, the Landlord submitted the Tenant's work contract does not specify a three-month term. Further, it does not represent a guarantee of work, and it is a company that is *owned* by the Tenant here.

Also, the medical note provided by the Tenant does not reference the events surrounding the tenancy specifically; therefore, the medical standard of proof – being the burden that is on the Tenant here – is not met. In sum, the doctor did not refer to a specific event. Other than a single doctor's visit for the purpose of identifying an illness in an employment situation, there is no evidence of treatment or a graduated return to work.

More fundamentally, any claim for compensation raised by the Tenant must show that the Landlord violated the agreement or the law, and access to the yard is not a breach of any term in the agreement, nor the *Act*.

In the Landlord's submission, the circumstances of the contractor's arrival to undertake required work was stressful, but certainly not traumatic. This is borne out by the fact

that the contractors left on December 9, and then returned again two days later. Understandably, the Tenant does not want to vacate the rental unit and have to move elsewhere; however, this is not an actionable wrong.

The Landlord noted the January 5, 2022 communication that appears in the Tenant's own evidence. This was, in the Landlord's estimation, an invitation for the Tenant to return to work, and it was perfectly reasonable for the Tenant to return at that time.

Analysis

Under s. 7 of the *Act*, a landlord or tenant who does not comply with the legislation or their tenancy agreement must compensate the other for damage or loss. Additionally, the party who claims compensation must do whatever is reasonable to minimize the damage or loss. Pursuant to s. 67 of the *Act*, I shall determine the amount of compensation that is due, and order that the responsible party pay compensation to the other party if I determine that the claim is valid.

To be successful in a claim for compensation for damage or loss the Applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

I find the Tenant's submissions touch on each of the following pieces of the *Act*:

- s. 27 provides that a landlord must not terminate a service or facility if it is essential to the tenant's use of the rental unit as a living accommodation, or it is a material term of the tenancy agreement – subsection (2) provides for a termination/restriction with 30 days' written notice and a rent reduction.

- s. 28 provides that a tenant is entitled to quiet enjoyment including reasonable privacy, freedom from unreasonable disturbance, exclusive possession of the rental unit subject only to the Landlord's s. 29 right to enter, and use of common areas.

- s. 29 provides that a landlord must not enter a rental unit for any purpose, unless: a tenant gives permission at the time; or a landlord gives written notice at least 24 hours in advance.

In this present Landlord-Tenant scenario, I make two findings on the applicability of these pieces of the *Act*:

- I find s. 27 does not apply in this scenario; the area in question, being a smaller portion of the available yard space, does not equate to a facility normally available to the Tenant. I give no merit to the Tenant's argument that it was their responsibility to maintain the yard/trees, thereby granting them unfettered access to this feature of the rental property. The Tenant is not entitled to a default rent reduction because of this.

- The provisions of s. 29 do not apply here: the Landlord afforded the Tenant ample notice of their entry on to the property to undertake work that was reasonable. The Tenant was aware that such work would be necessary in the future (shown by the Landlord to be November 26), in line with the Landlord's plans for the rental unit, plans that the Tenant was well aware of. One part of this was the Landlord's entry into the property that did not entail entry into the rental unit, for the work on the tree barriers. This was not work that would affect the Tenant, or inconvenience them in any way, inside the rental unit. I find the Landlord did not breach s. 29 with less than 24 hours notice as the Tenant submits here; that was the Tenant's rationale for them making contractor work difficult, then tearing down that work, increasing expenses to the Landlord.

  Further, the Landlord did not breach s. 29 by needing to enter the rental unit to inspect for hazardous materials, neither in terms of a late notice as the Tenant submitted, nor the need for that entry that I find was reasonable. Ample notice to the Tenant was in place for the Landlord's visit on December 13, and I find the Landlord's entry was for a reasonable purpose. The Landlord's right to entry was not contingent on a reasonable offer to the Tenant for costs of accommodation, or some *per diem* rate for a hotel stay – that is a separate consideration from the Landlord's right to enter. I find the Landlord had the right to enter; therefore, they did not violate the *Act* or the tenancy agreement by not giving the Tenant proper notice, nor showing up on the scheduled day for the purpose of that entry.

- Given my finding that there was no breach of s. 29 by the Landlord, I find the Landlord did not breach the Tenant's s. 28 right to quiet enjoyment or exclusive

possession. I find neither the Landlord's work on erecting tree barriers nor their notice to enter the rental unit to check for hazardous substances proved to be anything more than an inconvenience to the Tenant. At most this interrupted some routine their children had established using the entirety of the yard for regular outdoor play; however, the severity of the Landlord's construction of tree barriers, nor the impact on their child's needs (special needs that were not presented in their evidence) was sufficiently shown by the Tenant.

As well, repeated communication with the Landlord (limited to the Landlord notifying the Tenant of upcoming work) and contractors visiting the property does not constitute an infringement on the Tenant's quiet enjoyment. As above, it was a matter of inconvenience and was confined to a relatively short period of time in early-mid December.

In sum, I find there was no violation of the *Act*, the *Residential Tenancy Regulation*, or the tenancy agreement by the Landlord here. The Tenant has not proven the breach by the Landlord in their submissions or evidence; therefore, they did not meet the burden to establish that a damage or loss results from such a violation.

To evaluate the Tenant's claim for wage loss, I find they did not prove the value of this loss to them. The Tenant in the hearing could not recall the calculation they used to arrive at the number they provided on their Application; the sheet they provided setting out numbers for this also does not go that extra step further to provide the calculation. They presented an hourly wage, and some rough approximation of hours per week; however, this does not add up to the number they provided on their Application. I find the Tenant has not established the value of this damage or loss to them.

Further, I find there is no established link between the medical issue identified by the doctor as set out in their note and the situation with the Landlord visiting to the property. I find it was not attributable to any actions of the Landlord that above I find were not in breach of the *Act*/agreement. The medical note submitted covers a period of approximately one month in duration; this is nowhere near the three-month period the Tenant claims for here. There is no proof that the Tenant was not afforded the opportunity to fulfill that contract work because of their stated anxiety and/or stress. In this regard, I am not satisfied, based on the Tenant's evidence and testimony, that a damage or loss even existed.

For the reasons above I dismiss the Tenant's claim for compensation for loss of income, without leave to reapply.

The Tenant claimed for a reduction in rent, based on the diminished value the rental property had to them after the Landlord began work in line with the requirements for obtaining a demolition permit. As of the date of the hearing, the tenancy was set to end imminently; therefore, I consider the issue in terms of a loss of value to the Tenant – that would be a retroactive rent reduction during the remainder of the tenancy, awarded to the Tenant as compensation.

I find the Tenant's submission for this piece is focused on the need for the full yard space that they equated to an "essential service". I find the Tenant has not established that the use of the yard, or access to the trees in particular, was essential. The positive effect on their child's needs is not shown in the evidence; nor is a measurable negative effect of tree barriers on the children's needs shown. Pictures show the children utilizing the spaces that became subject to tree barriers; however, the need for climbing on the trees or other therapeutic benefits is simply not proven in the evidence beyond conjecture. It becomes a matter of 'nice-to-have' versus 'need-to-have', and the Tenant has not positively shown the need.

Without this evidence, I find barriers in place were an interruption to the children's normal mode of play in the yard space; however, there is no accounting for other activities or other play spaces available to the children. There was no presentation of the ill effects of that space not being available to the children in terms of its impact to their well-being in particular. I find the tree barriers proved to be an inconvenience to the Tenant, and the situation does not warrant a rent reduction.

As well, the Tenant's parking was minimally interrupted, as best I can conclude from the evidence. There was no accounting for a delegated parking space that was taken away. At most, this presented a minimal challenge to the Tenant to find alternate parking and does not warrant a reduction in rent.

In sum, I make no award to the Tenant for their Application. Neither in terms of insufficient notice from the Landlord – which could not possibly lead to loss of the Tenant's ability to carry on with their job – nor the limitations on full use of the yard space to the Tenant, has the Tenant shown that compensation to them from the Landlord is fair and justified.

For the reasons above, I dismiss the Tenant's claims for compensation and reduced rent, without leave to reapply.

Because the Tenant was not successful in this Application, I make no award for reimbursement of the Application filing fee.

Conclusion

For the reasons above, I dismiss all pieces of the Tenant's Application, without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: June 3, 2022

Residential Tenancy Branch