



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, DRI, LRE, LAT, OLC

Introduction

This hearing was scheduled to convene at 9:30 a.m. on December 1, 2022 concerning an application made by the tenant disputing a rent increase, and seeking the following relief:

- a monetary order for money owed or compensation for damage or loss under the *Residential Tenancy Act*, regulation or tenancy agreement;
- an order limiting or setting conditions on the landlords' right to enter the rental unit;
- an order permitting the tenants to change the locks to the rental unit; and
- for an order that the landlords comply with the *Act*, regulation or tenancy agreement.

The hearing did not conclude on December 1, 2022 and I adjourned the hearing to continue on December 14, 2022.

Both tenants and both landlords attended the hearing, and the parties were assisted by Legal Counsel on both scheduled dates. Both of the party's Legal Counsel were also accompanied by Articled Students.

Both tenants and both landlords gave affirmed testimony. The parties, or their Legal Counsel, were given the opportunity to question the parties and to give submissions.

During the course of the hearing, the tenants withdrew the application regarding disputing a rent increase.

The parties agree that all evidence has been exchanged, all of which has been reviewed and is considered in this Decision.

Issue(s) to be Decided

The issues remaining to be decided are:

- Have the tenants established a monetary claim as against the landlords for money owed or compensation for damage or loss under the *Residential Tenancy Act*, regulation or tenancy agreement, and more specifically for loss of quiet enjoyment of the rental unit and aggravated damages?
- Have the tenants established that the landlords' right to enter the rental unit should be limited or allowed conditionally?
- Have the tenants established that the tenants should be permitted to change the locks to the rental unit?
- Have the tenants established that the landlords should be ordered to comply with the *Act*, regulation or tenancy agreement, and more specifically with respect to use of a portion of the rental property for a lawful purpose and refraining from prohibiting smoking on the property?

Background and Evidence

The first tenant (CF) testified that this month-to-month tenancy began on December 1, 2020 and the tenants still reside in the rental unit. Rent in the amount of \$1,700.00 is payable on the 1st day of each month and there are no rental arrears. At the outset of the tenancy the landlords collected a security deposit from the tenants in the amount of \$850.00 as well as a pet damage deposit in the amount of \$850.00, both of which are still held in trust by the landlords. The rental unit is the bottom half of a house, and the landlords reside in the upper half. A copy of the tenancy agreement has been provided for this hearing.

The tenant further testified that the rental unit is occupied by the tenant, the tenant's spouse and their 4 year old child. The landlords knew and were excited about having a child live there. The landlords were also aware that the tenant smoked, and one of the landlords also smoked in a covered area outside.

There is little to no soundproofing between the 2 suites, and the tenant can hear cutting in the kitchen upstairs as well as talking, walking, and taking steps. One night the landlord texted the tenant stating that the unit wasn't sound-proof and that the landlord could hear the tenants talk, and told the tenants not to use the bathroom fan after a certain time. A copy of the text message has been provided for this hearing.

During the hottest day in the history of BC in the summer of 2021, the parties had all been outside and the next day the tenant and the landlord were outside smoking and the landlord said, "You know you lied to me about 9:00 bedtime," and that the child's bedtime had to change, and told the tenant that the tenants had to move out. The tenant also received a text message from the landlord in October, 2021 stating that the tenant had to stop yelling and accused the tenant of child abuse. The tenant didn't know what that was about; the tenant was watching TV with the tenant's son.

Generally the tenants' child was in bed by 9:00 p.m., and the tenants kept a log of when the child actually fell asleep, and took care about noise. There was no mention of the child's bedtime until the October, 2021 text message from the landlord. By the end of January and February, 2022 it began to escalate. Another text message from the landlord dated January 29, 2022 has also been provided for this hearing. It states: "G's bedtime like I told you has to be bedtime and there has been several times in the last 2 weeks where we are still hearing him way past 9:00 and I just won't let you live here if that is happening so go ahead and look for a new place." The tenant didn't respond. The child had been up later on the Friday for pizza night and fell asleep. The tenant received another text from the landlord about the child's bedtime and it stated that if this continued, the tenants would have to look for a new place, which was the first time the landlord gave any indication in writing about the tenants moving out.

A couple of days later the tenant received an email threatening eviction, and a copy has been provided for this hearing. It is 1 ½ pages long, dated February 3, 2022 setting out complaints of the landlords, and states, in part: "I hope you now understand just how serious we are and how unhappy we are with you as tenants for the above reasons and if you aren't happy now either then please look for another place to rent." The tenants felt watched, unsafe and everything was precarious. The tenants could be put out, were personally attacked and didn't feel comfortable talking about it to the landlord, but did not receive a notice to end the tenancy.

On June 7, 2022 the tenants purchased a security camera and a copy of the Invoice totaling \$57.81 has been provided for this hearing. Prior to that, the tenants received an email about waking up the landlord, stating that normal parents put their children to bed and to stop waking up the landlord and to not call to the child from another room. The tenants always tried to be considerate. The tenants' child wanted to watch TV, then the tenants heard violent stomping. Shortly thereafter, the tenant received another text from the landlord stating that the landlord was woken again and that the tenants should start looking for a place and that the landlord is evicting the tenants. A copy has been provided for this hearing.

There is a door between the rental unit and the shared laundry area. The tenants' child had a car and the tenant wedged it in front of that door, and knew how it was situated. When the tenant returned home, the car was ajar and things were differently placed, and the tenant is certain that a human had to have moved it. The camera is pointed to the door. The tenant's wife went to do laundry and found their detergent box was in a large plastic bag behind their other detergents.

On Father's Day the tenant and the child were up about 9:00 a.m. and the tenant was shaving, and told his son about riding on a garbage truck, which he would enjoy. The landlord gave the tenants a notice to end the tenancy. The tenants contacted the Law Centre and spoke to a student who was supposed to draft a letter to the landlords saying that the notice to end the tenancy was not effective, that the tenants' legal position was strong, and there was no unreasonable noise. The letter was also to contain a request that conversations between the parties be in writing or oral, not by text message. The tenants did not like being spoken to like that, and never did that to the landlords. The letter from the Law Centre to the landlords has also been provided for this hearing.

On July 10, 2022 the tenants were leaving to go to the playground and the child had been screaming about something, and the landlord approached the child and said he had to stop screaming or she would go crazy. The tenant replied, "He's 3 and it's daytime." The landlord got visibly upset, wanted the tenants to move out now, and would revise the Notice to end the tenancy. The landlord gave the tenants a Notice that day, effective August 31, 2022, but a copy has not been provided for this hearing. The tenants sent it to the Law Centre by email the same day. The tenant sent the responding letter from the Law Centre to the landlords, who were planning to go on vacation. The tenant was outside smoking and heard loud banging on the storm door. The tenant saw both landlords and the tenant's wife and heard his wife say she didn't want to talk to the landlords. The landlord replied, "I'm going to make your life a living hell, I want you out and would make things awkward," in a loud manner. The tenant told the landlord to read the letter, but the landlord wouldn't leave and then called 911.

Somewhere in this chaos, the tenants' son got outside and when he went back in, the landlord said something to the tenant's wife, outside the door, and pushed the screen door at the tenant's wife. The landlord wouldn't leave and the tenant repeated that it was not a helpful way to resolve differences. The other landlord tried to calm down his wife, and police said it is an RTA issue, and the landlord made a report.

The tenants left that day to go to a family dinner, and the landlord yelled, "losers." While at the playground, the tenant received an email from the landlord about no smoking and that neighbours had been complaining. There was no agreement to not smoke on the property. When the tenant arrived home he went outside to have a smoke. The tenant hadn't yet lit the cigarette when the landlord said, "You will not smoke on the property." The tenant disagreed, saying he was not violating any agreement and had been smoking on the property since the beginning. The landlord put her hand on the tenant's back pushing the tenant toward the driveway. The tenant told the landlord to not touch him, and the landlord mocked the tenant. Then the landlord focused on the tenant's wife, saying they were "shit parents," that the child is almost 4 and cannot even talk and that the tenant's wife is an ugly bitch. The tenant tried hard not to lose his cool, but it escalated. The tenant's wife said, "You're upset because I'm pretty." The landlords finally left and the tenant called police because the landlord had put her hands on the tenant and the tenant wanted to make a police report. The landlords left early the next day.

The landlords were gone for a couple of weeks, returning in early August, 2022. Things were quiet for a couple of days, then an incident occurred about parking a trailer and the patio. Both landlords went to the door of the rental unit again and said that all of the items on the patio needed to be removed, such as flowers by the tenant's front door, toys on the side of the driveway, because the landlords intended to park their trailer in the tenants' parking spot by the rental unit. The trailer would then be 3 feet in front of the tenants' front door, so the tenant said, "No." The landlord became irate again and said that the tenants had to get out and threatened to back the trailer over the toys, cursed at the tenant, like the scene the month before. Videos have also been provided for this hearing. Things continued to escalate until the landlords were served with notice for this hearing, including the landlord mouthing words in the window. Almost each time the tenants went out, the landlord would press her face, clear her throat or something. When the tenant's wife and child are outside, the landlord is seen staring at the child who would hide behind the tenant's wife.

Almost every day in August this occurred and sometimes the landlord made comments, cursed at the tenant's wife and accused the tenants' son of destroying the driveway. The tenant also testified that the videos will show the landlord staring at the tenant while he was smoking. The tenant finished the smoke and did not like being intimidated, and tried not to look at the landlord. The landlord did that several times, and sometimes she'd finish her cigarette.

The tenants don't know what to do; they wanted the landlord to stop. This is affecting the tenants' child, and the tenant decided that this could not continue. When the landlord attended while the tenant was smoking and stared at the tenant, the tenant said, "May I help you?" and the landlord said, "No." When the tenant said that the landlord was harassing and intimidating, the landlord just shrugged. The tenant said, "Please don't talk to or interact with us." The video will show how loud the tenant ever was. An hour later, while taking out the recycling with the tenants' son, the tenant heard the landlord say, "What would be a good idea is to move," from the deck above. Then the tenant raised his voice a bit saying, "Leave us alone." The tenant again called police and presumes that they told the landlord to stop, because it stopped a bit.

However, on August 30, 2022 the tenant was outside smoking and the landlord said something about chain smoking, to which the tenant replied, "Please don't talk to me." The landlord said she was talking to her husband. The tenant called police again, very upset after the landlord told the tenants' son to shut up. The landlord sent an email to the tenants about the police call saying something about smoking in a certain place, which is not what police told the tenant.

After that, the landlord would still walk about 100 meters to throw away dog poop during the tenants' son's birthday party.

The tenant has defended himself and has politely told the landlord to "pound sand," and has never cursed, and there have not been any major incidents since the birthday party.

The second tenant (RLF) testified that on July 14, 2022, after receiving the letter, the landlord knocked on the door and said that the parties needed to talk, but the tenant repeatedly told her to leave and that the tenant didn't want to talk. The tenant's husband arrived and the landlord said that she didn't like the tenants and to get out and that things would get awkward. At some point the landlord pushed the screen door on the tenant violently. The tenant went outside to the front and called 911, who said it was not an emergency and told the tenant to go inside, so she did. At some point the landlords left.

Later that day the tenants went to have dinner at the community centre and then to the playground till about 8:00 p.m. At some point later the tenant's husband went outside to smoke and the tenant heard something and opened the door. The tenant saw the landlord's hand on the tenant's husband, and said, "Don't touch him." There was a verbal tirade of insults, saying the tenants were "shit parents," made fun of the tenants' 4 year old child, called the tenant an ugly bitch, and a lot more yelling at the tenants. Most yelling was done by the landlord wife.

The issues leading up to summer of 2022 impacted the tenants. Staring at the tenants and their child, making the child scared, and the tenant still doesn't like going outside. The tenants are under a microscope and nervous. The landlords are preoccupied and won't leave the tenants alone, who are still dealing with looking over their shoulders. Their child is also uncomfortable. The tenant testified that she feels trapped and has to live under this person, which is terrible.

From September, 2022 the worst of the landlord's behaviour stopped. The worst was in August 2022.

The first landlord (FJW) testified that the landlords have never entered the rental unit without prior proper notice.

The male tenant is extremely loud talking, and the parties discussed it many times; he said he's been told by his mom that he talks loud. That is the main noise concern. The only time the landlord said anything about their child was when he was 3 years old.

It's always the male tenant being too loud, which happens at night and early morning. The tenant doesn't work in the mornings, so it's all day. Emails and text messages have been sent to the tenants because he's too loud. The landlord would talk to him and he'd be quiet and the landlord would thank him, but then he'd get loud again. The landlord gave a notice to end the tenancy as well as a typewritten note about the male tenant. Multiple notices to end the tenancy were given to the tenants. Eviction was never threatened after the landlords received the letter from the Law Centre, but in August told the tenants that the landlords didn't want the tenants there.

The landlords have rented to other tenants who were family prior to this tenancy and to other tenants prior to 15 years ago, and never had any issues with tenants about noise. The landlord has had conversations with neighbours about noise from the downstairs unit, who have complained about the tenant yelling at the tenants' child. When the landlord showed the suite to the tenant the landlord asked about their son's bedtime and the tenant said 9:00, but for months it was more like midnight. The landlord and tenant were outside talking at 1:30 a.m. and the child came outside. The next day, the landlord told the tenant that she had a bone to pick and asked what bed time was and he said, "10:00." The landlord replied that she wouldn't have rented to the tenants if bedtime wasn't 9:00.

The landlord was contacted by police by phone in August, and at the end of August, 2022 a police officer arrived, who said that there are 2 sides to every story, and the landlord explained what was happening. The officer said he'd make an opinion and put

it in the file. The officer said that he went around the yard and saw the smoking area, and the landlord told him that's where the tenant should be smoking. The officer asked if the landlord would stop looking through windows if the tenant smoke there, to which the landlord agreed.

In June, 2022 the tenant started smoking pot and the smoke went through the landlord's window, and the landlord politely told him to not, but the tenant smokes all the time and neighbours have complained, but the tenant wouldn't stop.

The landlord also smokes in the driveway and other areas besides the smoking area. The landlord also admits telling the tenants to F-off as shown in the August 13, 2022 video.

The landlord also testified that she was surprised to hear the version testified by the tenant (RLF). The tenant was in the house at the screen door holding it partly open, then her husband came around. The landlord does not know how it started exactly, but the landlord was very annoyed that the tenants' lawyer said that the landlords should add sound proofing. There was no pushing the door closed. The landlord put her hand on the door, but didn't push it with 2 hands. The landlord does not recall saying anything about making the tenant's life hell or any such thing.

The landlord denies calling the tenant an ugly bitch. The tenant husband was 2 feet in front of the landlord and asked if the landlord had called his wife a bitch, but nothing was said. The landlord also denies pushing the tenant (CLF) down the driveway; the parties were talking about smoking. The tenant said he could smoke where he wanted to even inside, which the landlord was not happy about.

The second landlord (ABW) testified that from his perspective about the tenants' items being moved, the landlord received some books in the mail for the tenants' child, and would put the tenants' mail under the laundry door, but there was something in the way. The landlord put the books on the washer and believes he texted the tenant. The landlord denies entering the rental unit without notice.

SUBMISSIONS OF THE TENANTS' LEGAL COUNSEL:

Not much weight should be given to letters of neighbours, who are not present and not subject to cross-examination.

The *Residential Tenancy Act* speaks to substantial interference, ongoing or unreasonable disturbances, which have happened from February, 2022 to August, 2022, including

cursing and disparaging comments and text messages which constitute unreasonable disturbances.

The tenants have provided copies of previous Decisions of the Residential Tenancy Branch. In one case the tenants were in fear and 25% of the rent was granted in favour of the tenants. Another deals with aggravated damages, which are designed to compensate and are measured by deliberate actions. An Arbitrator may determine loss of quiet enjoyment, and the tenants have suffered a loss thereof. The tenants have been impacted and being in constant fear by the landlords' deliberate comments about evicting the tenants. The tenants claim 30% of the rent paid, and aggravated damages.

Residential Tenancy Policy Guideline #7 deals with changing locks. Where a tenant can prove the landlords' entry into the rental unit, the tenants can apply to change the locks. On June 7, 2022 the landlord entered, but tried to put the books under the door. The tenant said things had been moved, which is not consistent with the evidence of putting the package under the door. Also, the laundry detergent had been moved and the tenants fear the landlord will dispose of other possessions. The landlord's actions have caused a privacy and safety issue for the tenants.

According to the landlord, the tenant is too loud and the landlord doesn't like the child's bedtime, but that is not contrary to the *Act*. The landlords are well aware that the rental unit is not soundproof, and a reasonable person would expect noise to travel through the house. Another Decision of the Residential Tenancy Branch provided states that the Arbitrator considered noise from a child.

In this case, the landlords have provided no evidence to prove that the noise rises above a reasonable disturbance, while rarely addressing their own actions, despite a formal written request from the tenants. Eviction was not raised again according to the landlord, but the landlord continued to ask the tenants to leave.

On a balance of probabilities, the landlord's constant threats could have been solved without harassment and intimidation.

SUBMISSIONS OF THE LANDLORDS' LEGAL COUNSEL:

There are a couple of letters from neighbours, outlining excessive noise from the tenants and notes pot smell lingering and disturbing her unit. Another is from a neighbour about noise and smell of pot and they can hear the tenant when he's screaming. Another

neighbour witnessed some aggressive statements made by the tenant, and another describes hearing threats and was worried for the landlord. The tenant (CLF) was the only one yelling.

With respect to the tenants' application for an order permitting the tenants to change the locks to the rental unit, the tenants have not established that a breach had occurred by the landlord entering the rental unit. The landlords both testified that they never entered without notice. The bar permitting it is quite high, and the tenants have not provided sufficient evidence that the landlords have breached that.

With respect to loss of quiet enjoyment, there is a lower expectation of privacy of a landlord when renting and sharing common space. The Decisions referenced by Legal Counsel for the tenants distinguish the difference. In the first Decision, there were a number of notices to end tenancy by that landlord that were disputed, and the landlord didn't revoke any of them, and there was constant harassment and attendance, but not in this case, and the Property Manager in that case did not live in that rental building. In this case, parties share common space. A lot of the time there was no deliberate action of entering, just sharing that space. Threats were ongoing in the case provided by the tenants' Legal Counsel, but in this case a notice to end the tenancy was only served once in written communication as a comment which was not eviction.

There have been interactions, but the amounts have been grossly exaggerated. In February there were 4 interactions; in June 4; and in July only 1, and 11 in August, which is the only loss of quiet enjoyment, and the landlord gave notices. It could have been better handled, but they don't reach that level. The disturbance and amount of interactions don't amount to the same level as aggravated damages. In the 2nd Decision provided by the tenants' Legal Counsel, the landlord laid down in front of a car, and that landlord moved in while the tenants were on vacation, and they were awarded \$6,000.00 including aggravated damages. In this case, the landlord did not lay down in front of a car, but any award should also include aggravated damages.

In the last case provided by the tenants' Legal Counsel, the Arbitrator found that there was a possibility that noise existed, there were multiple units and the landlord failed to show that the noise came from that unit which denied an Order of Possession in favour of the landlord. This is a single unit with a unit above and no other source, and there is no question where noise has come from. It is the husband tenant that contributes at night and early morning, which is highly distinguishable from the case in the Decision.

The landlords agree that a loss of quiet enjoyment existed in August, which was a highly contentious month and there was a breach, but the landlords testified that it was only to a

minor level. In other months there were none that are frequent and ongoing. The landlords' Legal Counsel referred to Residential Tenancy Policy Guideline #16. There were no issues in March or April, so not frequent, ongoing and unreasonable.

The tenants' testimony was that the behaviour of the landlord has decreased, and mostly the relationship has been taken off-line. The landlords are happy to communicate in a non-personal manner, not by email, and the landlords have attempted to stay out of the tenants' way.

Analysis

Firstly, I agree that letters from neighbours should only be given minimum weight because the writers were not subject to cross examination. However, the parties are well aware of Section 28 of the *Residential Tenancy Act*, which protects a tenant's right to quiet enjoyment:

28 A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:

- (a) reasonable privacy;
- (b) freedom from unreasonable disturbance;
- (c) exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 29 [*landlord's right to enter rental unit restricted*];
- (d) use of common areas for reasonable and lawful purposes, free from significant interference.

Legal Counsel also raised Policy Guideline 6 – Entitlement to Quiet Enjoyment, which states that a tenant is entitled to quiet enjoyment, including, but not limited to the rights to reasonable privacy, freedom from unreasonable disturbance, exclusive possession and use of common areas for reasonable and lawful purposes, free from significant interference. It also states that frequent and ongoing interference or unreasonable disturbances may form a basis for a claim of a breach by the landlord, and may form a basis for a claim for compensation. It also states that I must take into consideration the seriousness of the situation and the degree and length of time over which the situation has existed.

Policy Guideline #16 – Compensation for Damage or Loss was referred to by Legal Counsel, and states that I should determine whether the landlords have failed to comply

with the *Act*, that a loss has resulted from the non-compliance, the value of the loss; and mitigation. That is true for any claim for damage or loss.

Legal Counsel for the landlords also submitted that there was not ongoing interference, but some in February, June and one instance in July. Counsel also submitted that any loss of quiet enjoyment was only in August.

I have reviewed all of the evidentiary material of the parties, and firstly, it is none of the landlords' business what time the tenants put their child to bed. Secondly, there is nothing in the tenancy agreement prohibiting smoking on the property, and to tell the tenant otherwise is contrary to the *Act* and the tenancy agreement; the landlords did not dispute that testimony of the tenant. Thirdly, a landlord does not have the same rights to quiet enjoyment as a tenant, and if a landlord is unreasonably disturbed, there is a mechanism in law to deal with that.

The landlord testified that several notices to end the tenancy have been given, but I have none before me, and therefore I can only determine that "eviction" was not given in accordance with the *Act*. The evidentiary material also contains an email from the landlord to the tenant dated May 28, 2022 which states, in part "...you really need to change that if you want to continue to live here." Another dated June 19, 2022 from the landlord to the tenant states, in part: "3 MONTHS NOTICE on basement suite...you must be out no later than noon on October 30, 2022." Multiple emails and text messages were sent to the tenants by the landlords commencing February 26, 2022, all of which suggest that the tenants should move out. I agree that there are no letters, texts or emails after that until May 28, 2022 again suggesting that the tenants should move out. The unenforceable emailed Eviction Notice is dated June 19, 2022, and again in September 1, 2022 the landlord emailed the tenant stating that the landlord will keep watching the tenant outside the landlords' dining room window. It also states that the tenants are digging themselves in deeper and deeper.

The tenants claim \$3,570.00, or 30% of the rent from February, 2022 through August, 2022. The tenants' application also claims an additional 20% of the rent from February, 2022 through August, 2022 as aggravated damages, amounting to \$2,380.00, and the total claim is \$5,950.00.

I agree that the month of August, 2022 was particularly contentious. Referring to one of the Decisions provided by the tenants, I agree that 25% of the rent for the month of August, 2013, or **\$425.00** has been made out, and a lesser amount of 10% for the months of May, June and July, or **\$510.00**.

I find that the loss of quiet enjoyment was aggravated by the threat of eviction which has been very real to the tenants from February, 2022 through September, 2022. As a result, I find that the tenants have established aggravated damages from February, 2022 when the first threat of eviction was made by the landlords to the date claimed, being August, 2022 equivalent of 7 months at 20%, or **\$2,380.00**.

Considering the evidence and the testimony of the parties, I am not satisfied that the tenants have established that the landlords have entered the rental unit contrary to the *Act*, and I dismiss the applications for an order limiting or setting conditions on the landlords' right to enter the rental unit and for an order permitting the tenants to change the locks to the rental unit.

The tenants have also applied for an order that the landlords comply with the *Act*, regulation or tenancy agreement respecting breach of the tenants' right to quiet enjoyment, a declaration that the tenant can smoke outdoors on the property, and that the tenants may continue to use a portion of the driveway that they have used since the start of the tenancy. As mentioned previously above, the landlords may not prohibit smoking on the property, and may not prohibit use of any portion of the property that the tenants have enjoyed since the beginning of the tenancy, and I order the landlords to comply with the tenancy agreement, and with the *Act* respecting quiet enjoyment.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenants as against the landlords pursuant to Section 67 of the *Residential Tenancy Act* in the amount of **\$3,315.00**. I further order that the tenants may reduce rent for future months until that sum is realized. The tenants must serve the landlords with the order, and may file it for enforcement in the Provincial Court of British Columbia, Small Claims division as a judgment.

I hereby order the landlords to comply with the *Act* by allowing the tenants use of any portion of the property, including the driveway that the tenants have enjoyed since the beginning of the tenancy, and by providing the tenants with quiet enjoyment of the rental unit.

I hereby order the landlords to comply with the tenancy agreement by avoiding any prohibition of smoking on the property.

The tenants' application for an order limiting or setting conditions on the landlords' right to enter the rental unit is hereby dismissed.

The tenants' application for an order permitting the tenants to change the locks to the rental unit is hereby dismissed.

This order is final and binding and may be enforced.

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: December 29, 2022

Residential Tenancy Branch