



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNE, MNDCT, PSF, LRE, OLC

Introduction

This hearing was convened as a result of the Tenant's application under the *Residential Tenancy Act* (the "Act") for:

- cancellation of a One Month Notice to End Tenancy for End of Employment pursuant to section 48;
- a Monetary Order of \$9,000.00 for the Tenant's monetary loss or money owed by the Landlord pursuant to section 67;
- an order that the Landlord provide services or facilities required by law pursuant to section 27;
- an order suspending or setting conditions on the Landlord's right to enter the rental unit pursuant to section 70(1); and
- an order that the Landlord comply with the Act, the regulations, or tenancy agreement pursuant to section 62.

The Landlord and the Tenant attended this hearing. They were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The Tenant called a witness, BS, to testify during the hearing. The Landlord called two witnesses, DT and MAP.

The parties did not raise any issues with respect to service of documents for dispute resolution. The Landlord acknowledged receipt of the Tenant's notice of dispute resolution proceeding package (the "NDRP Package") and documentary evidence. I find the Landlord was served with the NDRP package and the Tenant's documentary evidence in accordance with sections 88 and 89 of the Act. The Tenant acknowledged receipt of the Landlord's documentary evidence. I find the Tenant was served with the Landlord's documentary evidence in accordance with section 88 of the Act.

All attendees were informed that the Residential Tenancy Branch Rules of Procedure prohibit unauthorized recordings of dispute resolution hearings.

Preliminary Matter – Tenancy Has Ended

The parties agreed that the tenancy ended and the Tenant has already vacated the rental unit. As such, I find the Tenant's claims aside from the claim for monetary loss to be moot, and I dismiss those claims without leave to re-apply under section 62(4)(b) of the Act.

Issue to be Decided

Is the Tenant entitled to \$9,000.00 for monetary loss or other money owed?

Background and Evidence

While I have turned my mind to all the accepted documentary evidence and the testimony presented, only the details of the respective submissions and arguments relevant to the issues and findings in this matter are reproduced here. The principal aspects of this application and my findings are set out below.

The rental unit is a room in a basement suite that the Tenant had shared with two other roommates, DT and MP. The tenancy commenced on January 1, 2019 and ended on December 31, 2022. Rent was \$425.00 per month. The Tenant paid a security deposit of \$212.50 which was returned by the Landlord. The parties did not have a written tenancy agreement.

The Tenant submitted on her application that she was seeking compensation as follows:

Item	Amount
Harassment (\$425.00 × 12 months)	\$5,100.00
Lost Wages (\$800.00 per month)	\$3,000.00
Yard Cleaning (\$20.00 × 8 hours × 5 days)	\$800.00
Total	\$8,900.00

During the hearing, the Tenant explained that she was claiming one year's back rent for the "abuse" that she went through during the last 6 months of the tenancy. The Tenant

stated that she was harassed by DT and MAP. The Tenant stated that 6 months was for her mental anguish and another 6 months to wait for the hearing date.

The Tenant stated that DT and MAP are both over 60 years old and are having issues with forgetting things. According to the Tenant, DT would turn off the oven when she was cooking. The Tenant stated that DT would jam her food to the back of the fridge where they would expire. The Tenant also submitted pictures of DT smoking outside the backdoor to the rental property, which the Tenant disliked.

The Tenant stated that MAP had salmon blood all over the fridge and moved the shared microwave into his bedroom. The Tenant stated that MAP hit her in the laundry room, though the Tenant acknowledged that it could have been an accident as she was on the other side of the door. The Tenant stated that on a different occasion, MAP swung around in the kitchen and hit the Tenant with his elbow, which was not an accident.

According to the Tenant, DT and MAP did not clean up the bathroom so it was unsanitary. The Tenant submitted an email to the Landlord dated September 13, 2022 and a picture said to show specks of DT's blood on the bathroom wall from puking. The Tenant stated that the bathroom was mouldy so she had to shower at the pool. The Tenant stated she was tired of the Landlord not doing anything about DT and MAP.

The Tenant stated that the Landlord would always come to the rental property to drink and smoke cigarettes. The Tenant stated that the Landlord would come to the rental property drunk. The Tenant stated that when her brother passed away, the Landlord came to the property drunk and insisted on talking to the Tenant, so the Tenant was unable to grieve. The Tenant stated that the Landlord would show up many times and cause the Tenant to miss her meals. The Tenant stated that the Landlord did not get new batteries for the smoke alarm and left all tenants in the property in jeopardy from June to November 2022. The Tenant submitted pictures of the smoke alarm. The Tenant stated that her utilities, which were included in the rent, were cut off. The Tenant stated that the Landlord left dangerous obstacles on the side of the house where there is no light. The Tenant stated that there were bedbugs when she first moved into the rental unit. The Tenant also indicated that her gardening items in the yard had been smashed and that there was a dispute about the Tenant keeping empties in the shed.

The Tenant stated that she is asking for lost income of \$800.00 per month for 6 months. The Tenant submitted screenshots of text messages with her former employer in support. The Tenant stated she lost her babysitting job in December 2022, after a party

had taken place at the rental property. The Tenant stated that she lost sleep, she did not have patience, and the child was a “hard child” to begin with. The Tenant stated that she never worked after that.

The Tenant stated that the yard cleaning was for five days of hard labour breaking down and clearing out branches. The Tenant stated that the Landlord would come and “destroy” the yard and not clean up after himself. The Tenant stated that she loved the yard and planting flowers, but the Landlord had wanted her to be a caretaker without pay and she got tired of it. According to the Tenant, the Landlord said he would pay her but never paid.

The Tenant stated she was unsure why DT alleged she stole \$1,000.00 from him. The Tenant stated that there was no evidence and she decided to move out.

The Tenant’s witness BS stated that the Landlord would not stop bothering the Tenant at the time that the Tenant’s brother had passed away. BS stated that DT smokes cigarettes by the back door all the time. BS described seeing blood on the bathroom wall. According to BS, DT and MAP were not clean. BS stated that there was blood all over the fridge and it smelled. BS stated that it was not cleaned up for a long time. BS stated that she visited the Tenant two days a week. According to BS, one of the two children the Tenant had babysat was “not easy at all” and gave BS a hard time when she helped the Tenant babysit. BS confirmed the DT and MAP called the Tenant many derogatory names and used profanity.

The Tenant submitted various email correspondence with the Landlord into evidence, including an email dated June 1, 2022 which summarizes many of the Tenant’s complaints.

In response, the Landlord stated that the Tenant was not telling the truth. The Landlord stated that the other tenants have know him for more than 20 years and have not seen him drunk. The Landlord stated that the Tenant has made very serious false accusations. The Landlord referred to an email dated November 23, 2022 from a previous upstairs tenant, EP, which describes false accusations and verbal abuse made by the Tenant against EP and her children.

The Landlord stated that the Tenant created a toxic, verbally abusive, harassing situation for other tenants and himself. The Landlord referred to written statements from himself, DT, and MAP. According to the Landlord, the police were notified about the

Tenant's "violent and aggressive" behaviour on December 27, 2022, and the Tenant moved out a few days later.

The Landlord argued that the Tenant is claiming compensation for things that he is not responsible for. According to the Landlord, he had always counselled his tenants that the house is to be quiet between 11:00 pm and 7:00 am. The Landlord acknowledged that there was a party in the upper suite in December 2022, but disagreed that the party caused the Tenant to lose her job. According to the Landlord, DT, and MAP, the upstairs tenants have been very quiet and there had been very few complaints about noise and none from the neighbours. The Landlord submitted that he asked the upstairs tenants and was informed that one of them was cleaning up at 11:00 pm, which woke the Tenant. The Landlord submitted that the loss of the Tenant's job was an issue between the Tenant and her employer, rather than any fault of the Landlord. The Landlord noted the Tenant did not look for new work.

According to the Landlord's written statement, aside from a very unpleasant interaction with EP in 2020, the Tenant was a kind and respectful tenant until May 2022, when she began exhibiting behaviour that made life extremely difficult for DT, MAP, and their neighbours. The Landlord submitted that he spent an inordinate amount of time arbitrating disputes between tenants and accommodating complaints about each other. The Landlord submitted that no amount of reasoning or accommodation could stop the Tenant from complaining and harshly verbally abusing her roommates, the neighbours, and the Landlord. The Landlord's written statement refers to several accusations made by the Tenant against other tenants and their neighbour. The Landlord explained that after gathering facts and speaking with other tenants and the neighbours, the Landlord routinely received a different story.

The Landlord submitted that DT and MAP are long-standing and loyal tenants who both have resided at the property for over 20 years. The Landlord submitted that DT and MAP have always cleaned up the house and maintained the yard without expecting compensation. The Landlord stated that MAP cares for the lawn. The Landlord denied that he had agreed to pay the Tenant to do yard work either verbally or in writing.

DT confirmed he has never seen the Landlord drunk. DT confirmed that the Landlord did not pay him to clean. DT stated that the Tenant always had access to the fridge and to the yard. According to DT, the Tenant had slapped him in the face, pinched him, and pulled on his suspenders on different occasions. DT stated that the Tenant is always bugging him and commanding people to do things.

MAP agreed that he never saw the Landlord drunk. MAP stated that he does yard work as a hobby and that the Tenant did things she wanted in the yard. MAP stated that the microwave was his, not the Landlord's. MAP denied that he or DT had taken or destroyed any of the Tenant's personal belongings. MAP acknowledged that there would be some salmon blood on the fridge shelf that he usually uses. MAP denied hitting the Tenant and suggested that he may have bumped into her accidentally.

The Landlord submitted written statements from DT and MAP, as well as email statements from their neighbour dated November 14 and 21, 2022.

According to the Landlord's statement, the other tenants have accused the Tenant of stealing their personal effects, including money. The Landlord submitted that due to the Tenant's unremitting harassment and verbal abuse, on occasion the other tenants have responded by shouting and calling her names, which the Landlord also warned was unacceptable behaviour. The Landlord submitted that he was so concerned about mounting aggravation with other tenants that he called the police for advice on November 14, 2022.

The Landlord submitted that he, DT, and MAP did not enter into the Tenant's private suite, which had a lock. The Landlord denied the Tenant's claims regarding the smoke alarm and utilities. According to the Landlord's statement, the smoke alarms are checked and maintained annually. The Landlord also submitted that he had changed the wifi package resulting in a one-day interruption of wifi service. The Landlord denied having threatened the Tenant verbally or in writing. According to the Landlord, he received verbal abuse from the Tenant and via text messages. The Landlord submitted that he had hung up on the Tenant on June 2, 2022 when she verbally harassed and abused him on the phone.

Analysis

The Tenant seeks compensation for (a) harassment, (b) lost wages, and (c) yard cleaning. I will address each of these items in turn.

a. Harassment

Section 28 of the Act states:

Protection of 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.

According to Residential Tenancy Policy Guideline 6. Entitlement to Quiet Enjoyment ("Policy Guideline 6"), a breach of the entitlement to quiet enjoyment means "substantial interference with the ordinary and lawful enjoyment of the premises". "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.

Policy Guideline 6 further states that a breach of the entitlement to quiet enjoyment may form the basis for a claim for compensation for damage or loss under section 67 of the Act. In determining the amount by which the value of the tenancy has been reduced, the arbitrator will take into consideration the seriousness of the situation or the degree to which the tenant has been unable to use or has been deprived of the right to quiet enjoyment of the premises, and the length of time over which the situation has existed.

Section 67 of the Act states:

Director's orders: compensation for damage or loss

67 Without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

In this case, I accept the Tenant had numerous complaints about living with DT and MAP. However, I find there is insufficient evidence to show that the Tenant's complaints were more than temporary discomforts and were sufficiently serious to form a basis for compensation under section 67 of the Act. For example, I find the Tenant's pictures

showed that the toilet required some cleaning, but it does not appear that the cleaning was necessitated by any abnormal or improper usage. I also find the Tenant submitted a picture which appears to show a close-up of the wall with specks of blood, though I do not find the evidence to suggest that this was more than a one-time occurrence. I find the Tenant's other complaints to be generally in the nature of minor disputes that arise due to having roommates and sharing common space, such as disagreements about sharing the kitchen and yard. I find that as a result of these disputes, the Tenant engaged in many verbal altercations with DT and MAP. However, I do not find the Tenant to have been subject to one-sided harassment from the Landlord or the other tenants of the rental property.

I find the Tenant has not provided sufficient details to explain her complaints about bedbugs, broken garden items, utilities disruption, and the Landlord leaving obstacles on the property. I am also unable to conclude that the Tenant suffered any losses as a result of the issue with the fire alarm. In addition, I do not find the Landlord, DT, or MAP to have accessed the rental unit, that is, the Tenant's private room, without the Tenant's permission. I find the Landlord only accessed common areas of the property and with the other tenants' permission. I find there is insufficient evidence that the Landlord's visits to the property were unreasonable or excessive.

Based on the foregoing, I am unable to conclude that the Tenant had suffered frequent and ongoing interference or unreasonable disturbance such that the Tenant's right to quiet enjoyment under section 28 of the Act was breached.

Accordingly, the Tenant's claim for compensation under section 67 of the Act is dismissed without leave to re-apply.

b. Loss of Wages

The Tenant submits that she lost her babysitting job because of a party in the upper suite at night and claims several months of lost wages. However, I am not satisfied that there is any basis for this claim. Not only do I find the alleged cause to be too remote, I also find there is insufficient evidence about what had happened that night and the extent of the alleged noise. In addition, I find both the Tenant and BS acknowledged that the child they were babysitting was difficult. Therefore, I am not satisfied that the loss of the Tenant's job was caused by any failure on the part of the Landlord to comply with the Act, the regulations, or the parties' verbal tenancy agreement.

The Tenant's claim for lost wages under section 67 of the Act is dismissed without leave to re-apply.

c. Yard Cleaning

I find the Tenant submitted pictures to show that she cleaned up branches along the side of the house. I find the text messages submitted by the Tenant show that the Landlord had thanked the Tenant. I find the text messages show that on other occasions, the Landlord requested for the Tenant to clean up garbage between the rental property and the neighbour's property. However, I find there is nothing in the evidence submitted which suggests that the Landlord had agreed to pay the Tenant to clean any part of the rental property at \$20.00 per hour. I also find the Tenant did not provide sufficient evidence to prove that the parties had a verbal agreement. I accept the Landlord's evidence that he did not have any such agreement with the Tenant, whether verbally or in writing. Therefore, I am unable to conclude that the Landlord had failed to comply with the Act, the regulations, or tenancy agreement such that the Tenant would be entitled to compensation for yard cleaning under section 67 of the Act.

The Tenant's claim for compensation under this part is dismissed without leave to re-apply.

Conclusion

The Tenant's application is dismissed in its entirety without leave to re-apply.

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 06, 2023

Residential Tenancy Branch