

DECISION

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for unpaid rent under section 67 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

And the Tenant's cross-application under the Act for:

- a Monetary Order for compensation for a past rent reduction under section 27 of the Act and compensation for a loss of quiet enjoyment under sections 28 and 67 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Service of Proceeding Packages and Evidence

Although the Landlord acknowledged receipt of the Tenant's five page application for dispute resolution by registered mail, the Landlord says the Tenant's evidence for their claim was not included in the package.

I find the Tenants acknowledged receipt of the Landlord's Proceeding Package and they are duly served under the Act.

Preliminary Matters

Under Rules 3.7, and 3.17 of the Rules of Procedure, I exclude the Tenant's evidence and will rely on testimony from both parties about the issues in the Tenant's claim instead.

I find this to be a fair course of action because the Tenant's evidence consists of a written statement, which they can testify to, and text messages between the parties, some of which may be duplicated in the other file.

Issues to be Decided

Is the Landlord entitled to a monetary order for unpaid rent under section 67 of the Act?

Is the Tenant entitled to compensation under sections 28 and 67 of the Act?

Is either party entitled to their filing fee?

Background and Evidence

Based on the submissions from both parties I find as follows:

The Tenancy began on August 10, 2023, with a monthly rent of \$3,800.00 due on the tenth day of each month. The Tenant provided a security deposit of \$1,900.00.

During the tenancy, the Tenant made various complaints about the internet service, mice and a bad smell in the rental unit, a live electrical wire on the electrical post outside the rental unit, the handyman barging into their unit, neighborhood dogs and the Landlord going into the Tenant's yard, and the Landlord's security cameras intruding on their privacy. The Tenant says the Landlord responded to their complaints by telling them to move out if they did not find the rental unit suitable for them.

The Landlord says they made a reasonable effort to reinstate internet services that were not shut down on purpose, and the internet was only down for about two weeks, not six weeks as the Tenant claims.

The Landlord says they gave the Tenant instructions to deal with pests that were ever present in the rural area where they live, and they hired pest control to deal with rodents in the rental unit. The Landlord says they hired an electrician to deal with the live wire.

The Landlord says the handyman attended the unit for a reasonable purpose to deal with requests made by the Tenant. The Landlord says they enter the yard to do the gardening. The Landlord says they shut down the security cameras and they were not even working. The Tenant says they unplugged the security camera that was inside the unit.

The Tenants vacated the rental unit on December 10, 2023, after discussing the end of the tenancy by text message with the Landlord.

The text messages in the Landlord's evidence indicate the Landlord sent a text message to the Tenant on November 2, 2023, saying: "I'll give you one month notice to vacate the premises as of today's date or if you find a place sooner that would be great due to this reason."

On November 15, 2023, the Tenant sent a text message to the Landlord saying: "we're giving our one month's notice we have decided to move elsewhere."

The Landlord replied: "Hi [Tenant's names redacted] You are moving on December 15 as one month notice as of today's date. Notice to Terminate Tenancy is accepted. Thank you".

The Tenant replied: "We might be able to be out a little sooner to I'll keep you posted".

The Landlord was ordered to pay the Tenants \$2,588.75, in a decision dated December 3, 2024. The monetary order was for double the value of the deposits plus interest, minus an amount previously returned, and minus \$600.00 for the removal of a wood pile. The file numbers for the previous order are noted on the cover page of this decision.

Analysis

Is the Landlord entitled to a monetary order for unpaid rent under section 67 of the Act?

The Landlord says the Tenant owes them one month's rent based on the date the Tenant provided notice to end the tenancy.

The Landlord says they accepted the Tenant's notice to end tenancy on November 15, 2023. The Landlord says that the earliest date this notice could be effective is January 10, 2024, since rent was due on the 10th day of each month, and the Tenant must provide one full month's notice to end the tenancy. The Landlord says they did not agree to end the tenancy by December 15, 2023, or sooner if the Tenant could find a place before that.

The Tenant says that is unfair because they found a new place based on the text message from the Landlord dated November 2, 2023, suggested they should move out as soon as possible.

While it is true that the earliest date the Tenant could end the tenancy with a notice on November 15, 2023, is January 10, 2024, I do not accept the Landlord's argument that they only accepted the Tenant's notice rather than agreeing to a mutual end of the tenancy.

I find the text messages between the parties constitute a mutual agreement to end the tenancy as soon as possible. I make this finding because the Landlord said: "I'll give you one month notice to vacate the premises as of today's date or if you find a place sooner that would be great" on November 2, 2023. I find this text message from the Landlord indicates they were willing to end the tenancy as of December 2, 2023.

Then, the Landlord indicated the end date of December 15, 2023, after receiving the text message from the Tenant on November 15, 2023. After the Landlord suggested the December 15, 2023 date, the Tenant replied that they may be able to move out sooner

and they would let the Landlord know. The Landlord did not provide any evidence that they took issue with this statement from the Tenant.

It is not disputed that the Tenants vacated the rental unit by December 10, 2023, and paid rent up to that date. The Landlord did not present evidence that they sought any additional rent from the Tenant at the end of the tenancy, or in the previous hearing.

Since they did not request additional rent until after receiving the Tenants' demand for payment of their monetary order, on a balance of probabilities, I find the Landlord accepted December 10, 2023, as the mutually agreed end date of the tenancy at the time it was discussed.

Based on all the above, I dismiss the Landlord's application for unpaid rent, without leave to reapply.

Is the Tenant entitled to compensation under sections 28 and 67 of the Act?

The Tenant requests compensation for the Landlord's breach of section 28 of the Act for failing to provide quiet enjoyment of the property. This entitlement is discussed in Residential Tenancy Branch Policy Guideline PG-6 [Entitlement to Quiet Enjoyment].

Under section 28 of the Act, a Tenant is entitled to quiet enjoyment, including, but not limited to the rights to:

- reasonable privacy;
- freedom from unreasonable disturbance;
- exclusive possession, subject to the landlord's right of entry under the Legislation; and
- use of common areas for reasonable and lawful purposes, free from significant interference.

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 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.

Regarding the lack of internet services, I find the Tenant has not explained how it impacted or inconvenienced their daily life. I find it likely was not a serious or unreasonable disturbance. I find the lack of internet is more appropriately considered a temporary inconvenience. Furthermore, from the evidence of the past hearing between

the parties, I find the Landlord has already credited the Tenant \$75.00 for the lack of internet services. I find this is sufficient.

Regarding the pests in the rental unit, I accept the Landlord's testimony that pests are a common problem in this rural area, and they contacted pest control to deal with the issue. The Tenant's testimony indicated that the pests were limited to the utility room. Even if pests were throughout the unit, I find reasonable measures were taken to address the issue in a timely manner. I find the inconvenience to the Tenant does not rise to the level of significance to substantiate a claim for compensation.

Regarding the security cameras, I find the Tenant dealt with the invasion of their privacy appropriately by unplugging the camera inside the unit. I find the annoyance of the cameras was temporary and does not rise to the level of significance that warrants compensation under section 28 of the Act.

Regarding the live wire on the electrical post. I find this was outside the rental unit some distance away and therefore was not an immediate danger to the Tenants. I find the Tenant reported the issue appropriately, and that it was dealt with in accordance with local bylaws. I find the risk was temporary and reasonable measures were taken by both parties to deal with the issue.

Although the Landlord and neighbor's dogs may have entered the property frequently, I find this disturbance does not rise to the level of significance to establish a claim for compensation. I find the Landlord was likely gardening or caring for the property as agreed between the parties. I find the tenancy agreement did not promise the Tenant exclusive use of the yard free from the other occupants' pets. I find it likely the Tenant could have taken reasonable measures to avoid interactions between unfriendly dogs and their young child.

Although the handyman should not have barged into the Tenant's unit in the manner described, I find this was one incident and the handyman was acting as the Landlord's agent for a reasonable purpose to deal with the pest control company. I acknowledge the Tenant's discomfort with the handyman. However, I find this disturbance does not rise to the level of significance requiring compensation under section 28 of the Act.

The Tenant also complains about unprofessional communications from the Landlord's advocate, MM. I find it reasonable for MM to communicate and negotiate with the Tenants. Even if these communications were not polite, I find they do not form a basis for a claim under section 28 of the Act.

I find the Tenant has failed to establish a breach of quiet enjoyment and I decline to award compensation under sections 28 and 67 of the Act.

Is either party entitled to their filing fee?

As neither party was successful, I decline to award filing fees under section 72 of the Act.

Conclusion

I dismiss the Landlord's application in its entirety without leave to reapply.

I dismiss the Tenant's application in its entirety 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 Act.

Dated: May 27, 2025

Residential Tenancy Branch