

DECISION

Introduction

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

- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act

Tenant J.Z. attended the hearing for the Tenant.

Landlord advocate B.B. attended the hearing for the Landlord.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence

The Landlord acknowledged receipt of the Proceeding Package.

The Tenant provided evidence that the Landlord was served evidence via pre-agreed email on April 29, 2025. I deem the Tenant served in accordance with Section 88 of the Act.

The Landlord did not submit any evidence.

Issues to be Decided

Is the Tenant entitled to a Monetary Order for damage or loss under the Act, regulation or tenancy agreement?

Background and Evidence

I have reviewed all the evidence, including the testimony of the parties; however, I will refer only to the evidence I find relevant to my decision.

The tenancy began on February 1, 2024. At the end of the tenancy, rent was \$1,957.00 per month. A security deposit of \$950.00 was paid at the start of the tenancy. The tenancy ended on April 13, 2025.

On April 27, 2025, the Tenant applied for compensation in the amount of \$600.00 for losses allegedly incurred due to the Landlord's refusal to allow the Tenant's roommate

access to the rental unit. A police file number was provided in support of this claim; however, no further details or documentation were submitted.

On April 28, 2025, the Tenant submitted a separate claim for compensation in the amount of \$1,957.00, alleging a breach of quiet enjoyment due to the Landlord smoking outside the rental unit. In support of this claim, the Tenant submitted a screenshot of a WeChat message dated July 12, 2024, in which the Tenant advised the Landlord that their smoking was negatively affecting the living environment and requested that the Landlord find an alternate location to smoke. The Tenant also submitted a photograph showing the Landlord smoking outside; however, the photograph is undated and lacks further context.

Analysis

Is the Tenant entitled to a Monetary Order for damage or loss under the Act, regulation or tenancy agreement?

To be awarded compensation for a breach of the Act, the tenant must prove:

- the landlord has failed to comply with the Act, regulation or tenancy agreement
- loss or damage has resulted from this failure to comply
- the amount of or value of the damage or loss
- the tenant acted reasonably to minimize that damage or loss

Section 7 of the Residential Tenancy Act (“the Act”) provides that if a landlord or tenant does not comply with the Act, the regulations, or the tenancy agreement, the non-complying party must compensate the other for any damage or loss that results.

Under section 60 of the Act, the burden of proof rests with the applicant to establish their claim for compensation.

Tenant’s Claim – \$600.00 (Roommate Access Denial)

Regarding the Tenant’s claim for \$600.00 in compensation for losses allegedly incurred due to the Landlord’s refusal to allow the Tenant’s roommate access to the rental unit, the Tenant did not provide sufficient evidence to establish that the Landlord failed to comply with the Act, regulations, or tenancy agreement. Furthermore, the Tenant did not submit any documentation or other evidence of actual loss. While a police file number was provided, no details were included to support the claim.

Accordingly, I find that the Tenant has failed to establish this claim, therefore, the claim is dismissed, without leave to reapply.

Tenant’s Claim – \$1,957.00 (Breach of Quiet Enjoyment due to Smoking)

The Tenant also seeks compensation in the amount of \$1,957.00 for alleged breach of quiet enjoyment, due to the Landlord smoking outside the rental unit. In support of this claim, the Tenant submitted a single message to the Landlord, dated July 12, 2024, requesting that they refrain from smoking near the rental unit, as well as one undated photograph of the Landlord smoking on a balcony.

Policy Guideline 6, *Entitlement to Quiet Enjoyment*, explains that a breach of quiet enjoyment requires substantial interference with the ordinary and lawful enjoyment of the premises. Temporary discomfort or inconvenience does not meet this threshold.

The evidence provided by the Tenant does not establish that the interference was ongoing or significant. Therefore, the Tenant's claim for compensation related to breach of quiet enjoyment is dismissed, without leave to reapply.

As set out above, the Tenant's application for a Monetary Order under section 67 of the Residential Tenancy Act is dismissed in its entirety, without leave to reapply.

Conclusion

The Tenant's application is dismissed 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: June 26, 2025

Residential Tenancy Branch