



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, O, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant and both landlords.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for the return of rent for 2 months; for losses suffered in a break in; and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties provided a copy of a tenancy agreement signed by them on May 1, 2013 for a month to month tenancy beginning May 1, 2013 for a monthly rent of \$650.00 due on the 1st of each month with a security deposit of \$325.00 provided. The tenancy agreement states the unit number being rented is #2.

The tenant submits that the landlord constantly entered the rental unit and moved her belongings and furniture around without notice or consent. The landlord submits the tenancy agreement only entitled the tenant to one room and that the rest of the unit was common area for another tenant and the landlord.

The landlord has submitted a diagram into evidence showing unit #2 as containing a kitchen; three rooms; a bathroom; balcony and living area. The landlord has labelled some of the rooms and states the tenant was only renting.

The tenant seeks rent paid back for the months of June and July 2013.

The tenant submits that towards the end of the tenancy her room was entered and \$1,500.00 worth of belongings including electronic devices and cash was stolen. The tenant acknowledges she has no knowledge as to who stole her money and possessions but seeks compensation from the landlord for this loss.

Analysis

Section 28 of the *Act* states a tenant is entitled to quiet enjoyment including, but not limited to, rights to reasonable privacy; freedom from unreasonable disturbance; exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with Section 29; and use of common areas for reasonable and lawful purposes, free from significant interference.

From the documentary evidence provided by both parties I find the tenancy agreement stipulates that the tenant rented unit 2 of the residential property. From the landlord's diagram submitted into evidence I find that unit 2 includes areas A; B; C; D; F; G; H; I and the bedroom.

As such, I find the tenant was entitled to exclusive possession of the entire unit 2 without interference from either landlord. As the landlords treated the majority of the rental unit as "common area" I find the tenant suffered a loss of quiet enjoyment of the rental unit, contrary to Section 28 of the *Act*.

While I am not satisfied that she should be entitled to the return of all of her rent because did have the rental unit as a place to live I find that based on the testimony of the interactions in the rental unit by both parties the tenant is entitled to recover ½ of rent paid for the period claimed (June and July 2013).

As to the tenant's claim that the landlord should provide her with compensation for the monies and items stolen I find the tenant has provided no evidence that the landlord should be held responsible for any losses related to a break-in in the rental unit. I dismiss this portion of her claim.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$700.00** comprised of \$650.00 compensation and the \$50.00 fee paid by the tenant for this application.

This order must be served on the landlord. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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: November 07, 2013

Residential Tenancy Branch

