



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNDC, RR, LRE, MNR*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation for harassment, loss of laundry facilities and for the cost of emergency repairs. The tenant also applied for a rent reduction and an order suspending the landlord's right to enter the rental unit.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves. As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

At the start of the hearing the tenant confirmed that she had moved out on June 05, 2020. Since the tenancy has ended, the tenant's claim for a rent reduction and an order suspending the landlord's right to enter the rental unit are dismissed. The tenant also informed me that her claim for \$1,500.00 for the loss of laundry facilities has been dealt with and that she did not have a monetary claim of \$1,000.00 for the cost of emergency repairs, as she had not carried out any emergency repairs. Accordingly, this hearing only dealt with the tenant's claim for compensation for harassment.

Issues to be decided

Is the tenant entitled to compensation?

Background and Evidence

The tenancy started on August 01, 2019. The monthly rent was \$570.00 payable on the first of the month. On June 05, 2020 the parties attended a hearing to address the landlord's application for an order of possession. The parties came to an agreement and the tenancy ended on June 05, 2020, by mutual agreement.

The tenant stated that on April 22, 2020, the occupant of the suite above hers (CM) harassed her by banging loudly on her door, covering the peep hole and uttering threats and racial slurs. The tenant reported this to the landlord. The landlord took immediate action by talking to both the tenant and CM. CM complained of loud music and yelling.

The landlord gave both parties a written notice outlining both complaints. The landlord informed both parties to be respectful of each other and to communicate calmly and politely if a conflict arose between them and to contact the landlord for assistance if necessary. The landlord testified that the tenant and CM were friends but had a falling out just prior to the start of all the problems between the two. The problems continued and the landlord provided multiple verbal warnings and emails to both in an attempt to resolve the situation.

When the tenant stated that she felt unsafe in the environment, the landlord offered the tenant alternative accommodation for herself, her daughter and her boyfriend even though he was not a tenant. The tenant declined and continued to have conflicts with CM. The parties accused one another of uttering threats against each other and the police were called multiple times. A police report was filed into evidence.

The tenant added that since she felt very uncomfortable in the rental unit and due to harassment by CM, she felt pressured to move out and did so on June 05, 2020. The tenant is claiming compensation of \$15,000.00 for harassment by CM.

Analysis

Harassment is defined in the Dictionary of Canadian Law as “engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome”.

As such, what is commonly referred to as harassment of a tenant by a landlord may well constitute a breach of the covenant of quiet enjoyment. Every tenancy agreement contains an implied covenant of quiet enjoyment. In this case the tenant has alleged harassment by another occupant of the building.

A landlord is obligated to ensure that the tenant’s entitlement to quiet enjoyment is protected. A breach of the entitlement to quiet enjoyment means substantial interference with the ordinary and lawful enjoyment of the premises. This includes situations in which the landlord was aware of an interference or unreasonable disturbance but failed to take reasonable steps to correct these.

A landlord can be held responsible for the actions of other tenants if it can be established that the landlord was aware of a problem and failed to take reasonable steps to correct it.

In this case, I find that the landlord took steps in a timely manner to address the conflict between the tenant and CM. The landlord spoke to both parties, issued a written notice and followed up with multiple verbal warnings and emails. The landlord offered the tenant alternative accommodation when she indicated that she felt threatened and harassed. Therefore, I find that the landlord was aware of the problem and took steps to correct it.

With regard to the tenant's monetary claim for compensation for the loss of quiet enjoyment, I have reviewed the submissions of both parties and I find that the last month of the tenancy was very stressful on both the tenant and the landlord for different reasons. It is my determination that the tenant and CM found themselves in a situation which had progressively evolved and for which each had made some contribution to its unfolding. I find that the landlord took reasonable steps to mitigate the situation.

Other than the understandable angst and stress which accompanies a state of disagreement and uncertainty, the tenant did not provide compelling evidence to support her claim of compensation for harassment by the landlord and therefore the tenant's claim for compensation in the amount of \$15,000.00 is dismissed.

Conclusion

The tenant's application is dismissed.

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: June 15, 2020

Residential Tenancy Branch