

Quiet enjoyment

The *Residential Landlord and Tenant Act (RLTA)* establishes a tenant's right to **quiet enjoyment**.

Quiet enjoyment does not require rental premises to be free from noise; rather, it includes but is not limited to:

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

When is the right to quiet enjoyment breached?

Frequent and ongoing interference by the landlord, or the conduct of other tenants that the landlord should but does not address, may be a breach of the right to quiet enjoyment.

Such interference might include:

- unreasonable and ongoing noise;
- entering the rental premises frequently, or without notice or permission;
- refusing the tenant access to parts of the rental premises;
- unreasonably preventing or restricting the tenant from having guests;
- intentionally removing or restricting services, or failing to pay bills so that services are cut off;
- forcing the tenant to sign an agreement which reduces the tenant's rights; and
- allowing the property to fall into disrepair so the tenant cannot safely continue to live there.

Temporary discomfort or inconvenience is not a basis for a breach of quiet enjoyment.

Damages for breach

Situations might arise where a tenant feels a landlord, his or her employees, or other tenants have breached the tenant's right to quiet enjoyment. In these cases, a tenant may use the dispute resolution process to apply to the Residential Tenancies Office (RTO) for reasonable compensation.

When making a decision on whether to reduce the value of a tenancy, the RTO will consider:

- the seriousness of the situation;
- how long it occurred; and
- the degree to which the tenant has been inconvenienced.

A landlord would not normally be held responsible for the actions of other tenants or employees/agents hired by the landlord unless first notified that a problem exists. Although, it may be enough to show proof that the landlord was aware of a problem and failed to take reasonable steps to correct it. A landlord would not be held responsible for interference by an outside party that is beyond his or her control.