



Policy Number: 07-005
Subject: Interference with Peaceful Enjoyment and Reasonable Privacy
Chapter: Notice of Termination

Legislation	s. 10(1) Condition 7, 23 and 24
Definitions	Interference with peaceful enjoyment and reasonable privacy: an ongoing unreasonable disturbance or activity, outside of normal everyday living, caused by the landlord or the tenant or someone permitted on the premises by the landlord or the tenant. This includes any unreasonable disturbance that interferes with right of the landlord to maintain and manage the rental property.
Purpose	The purpose of this section is to assist a landlord or a tenant in determining interference with peaceful enjoyment and to provide a procedure for a landlord or a tenant when serving this type of notice.
Policy	<p>If the landlord interferes with the peaceful enjoyment or reasonable privacy of the tenant, the tenant may give the landlord notice that the rental agreement is terminated and the tenant is vacating the residential premises on a specified date not less than 5 days, but not more than 14 days, after the notice has been served.</p> <p>If the tenant interferes with the peaceful enjoyment and reasonable privacy of other tenants in the residential complex, or the peaceful enjoyment and reasonable privacy of the landlord, the landlord may give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises on a specified date not less than 5 days after the notice has been served.</p> <p>A tenancy cannot be terminated for interference with peaceful enjoyment other than as provided in section 23 or 24. A tenancy cannot be terminated due to noise over which the landlord or tenant has no control (ie. Noise from night clubs in the area, noise from neighbours, etc.)</p> <p>This section does not apply to an activity which occurs in normal everyday living.</p> <p>When a landlord gives a tenant a five day notice under section 24, the tenant may still be responsible for rent.</p>



	<p>Where a tenant gives a notice for interference with peaceful enjoyment under section 23, the landlord may be required to refund rent for a specific period. The tenant may also be entitled to compensation for moving expenses.</p> <p>A landlord or tenant who serves a notice should always keep a copy. A landlord or tenant who serves a notice of termination may be required to produce a copy of the notice as well as evidence of why the notice was served.</p>
Procedure Overview	<p>Unreasonable disturbances interfering with peaceful enjoyment and reasonable privacy may include, but is not limited to the following:</p> <ul style="list-style-type: none">• excessive noise• aggressive or obnoxious behaviour• threats and harassment <p>The landlord or tenant provides written notice of termination to the other party and serves the notice in accordance with section 5-2 of this manual. The party serving the notice should keep a copy as it may be required if a hearing becomes necessary. A party serving a termination notice should also make a note of the time and date of service, the method of service and who accepted service (if applicable).</p>
Forms & Form Letters	
X-Reference	See Service of Termination Notice - section 5-2 of this manual.
Policy Developed	September, 2000
Policy Revised	January, 2002 August, 2021
Other Resources	