



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MNDC RP FF O

Introduction

This hearing dealt with an application by the tenant for a monetary compensation under the Act, regulation or tenancy agreement and an order for repairs. Both the tenant and the landlord participated in the teleconference hearing.

Issue(s) to be Decided

Is the tenant entitled to the monetary compensation claimed?

Should repair orders be made?

Background and Evidence

The tenancy began in 1994 or 1995. The rental unit is a small unit in the basement of an older apartment building that contains a total of 17 units. The tenant's unit is partly located below the lobby of the building and the staircase used by other tenants to access their units. The tenant's current monthly rent is \$453.

The evidence of the tenant on his application was as follows. Since the spring of 2007, the tenant has had problems with noise caused by other occupants of the building. The tenant believed that some of the other occupants were purposely making more noise than necessary, in an effort to force the tenant to move out. The tenant made numerous complaints to the landlord, but the landlord took no action. Frequently the landlord was out of town for extended periods of time, and the acting building manager would not do anything about the noise. Eventually, when the tenant would call the

landlord to make noise complaints, the landlord would just hang up. At one point, the landlord advised the tenant that if he had problems he should just call the police. In the hearing the tenant stated that he had not made a complaint to the landlord for the past six months.

On June 21, 2009, the tenant wrote a letter to the landlord, appealing to the landlord "one last time" to deal with the ongoing noise problems at the building. On July 10, 2009 the tenant made an application for dispute resolution, and claimed \$6000 for loss of quiet enjoyment and a further \$2000 for financial hardship and wasting undue amounts of money and time due to the landlord's failure to address the tenant's issues. The tenant submitted a documentation of events beginning in the spring of 2007, and ending in November 2008.

The tenant also applied for an order for repairs. At the time of the hearing, the only outstanding item requiring repair was a hole in the ceiling of the tenant's rental unit, which the tenant stated needed to be patched.

The response of the landlord was as follows. Whenever the landlord receives complaints from any tenant, he always contacts both parties and finds out their stories. This tenant is constantly making noise complaints to the police. The landlord has investigated the tenant's complaints and is satisfied that the other occupants are not making the excessive noise that the tenant claims they do, and they are not deliberately making excessive noise.

The landlord has taken steps to attempt to reduce noise. For example he repaired a squeaky floorboard in a unit above the tenant's unit as soon as it came to his attention, and he eased the tension on the door of the building and put in a foam strip to reduce the noise when the door closes. The tenant did not inform the landlord of the hole in his ceiling and the landlord was not aware of it.

Nothing has changed in regard to the tenant's rental unit since he moved in, except maybe the tenant's sensitivity to noise. The landlord is not going to change the tenant's

suite to soundproof it. The tenant's rent is \$200 below the going rate for the neighbourhood. The tenant has been harassing the other occupants to the point where he has virtually dictated when they can come and go. The landlord provided letters of complaint from the other occupants regarding the tenant. These letters portray the tenant as constantly harassing other occupants. One other occupant referred to the tenant as a "troll."

Analysis

In considering all of the evidence, it appears that there has been ongoing acrimony between the tenant and the other occupants of the building for some time, and neither the tenant nor the other occupants is entirely blameless. The other occupants in their complaint letters frequently make disparaging personal comments about the tenant. It also appears that the landlord has attempted to avoid the situation rather than take steps to attempt to resolve the problem. The landlord is not required to "soundproof" the tenant's suite, but he is responsible for providing the tenant with quiet enjoyment, free from deliberately harassing behaviour of other occupants.

In regard to the tenant's application for compensation, I find that the tenant provided evidence of incidents only up to November 2008. The tenant's testimony was that he did not complain to the landlord for six months. Therefore, the landlord was not put on notice of the tenant's issue of loss of quiet enjoyment until the tenant's letter of June 21, 2009. I therefore find that the tenant has not provided sufficient evidence to support his claim for loss of quiet enjoyment.

In regard to repairs, I find the tenant has failed to provide sufficient evidence to establish that repairs are necessary and that the tenant provided the landlord with a written request for repairs.

Conclusion

I dismiss the portion of the tenant's application for compensation for loss of quiet enjoyment. If the tenant suffers further loss of quiet enjoyment, he may make a subsequent application for compensation; however, that application may only address incidents occurring after the date of this decision.

In regard to a repair order for a hole in his ceiling, I dismiss that portion of the tenant's application with leave to reapply.

As the tenant's application was unsuccessful, he is not entitled to recovery of the filing fee for the cost of his application.