

DECISION

Dispute Codes MNDC, FF

Introduction

This is an application by the Tenant for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to have the Landlord comply with the Act, regulation or tenancy agreement and the recovery of the filing fee.

Both parties attended the hearing by conference call.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

Background and Evidence

Both parties attended the hearing by conference call and agreed to properly receiving the notice of hearing documents. The Landlord has properly filed and served their evidence on February 14, 2011 to the Tenant. The Tenant's evidence was file late February 14, 2011, but received by the Landlord on February 16, 2011 as the Landlord was out of the country until that date. I find that the evidence was filed late, but that no bias has occurred in receiving the evidence late.

The Tenant seeks compensation of \$24,950.00 for loss of quiet enjoyment, health issues and repairs in breach of the tenancy agreement sections 28-32(a). The Tenant refers to the RTA and not any signed tenancy agreement. Neither party has supplied a copy of a signed tenancy agreement. The Tenant cites issues with a past basement Tenant where excessive noise and frequent police attendance were occurring. The Tenant also claims issues with the lack of sound proofing between the upstairs and downstairs rental units. The Tenant wants the Landlord to comply with the act and bring the ducting, heat and ventilation system up to code and clarify a potential health issue of having fibreglass in the ducting. The Landlord states that he could not quantify the amount of compensation being sought, only that it was the maximum allowed under the Act.

The Landlord disputes the Tenant's claim. The Landlord states that he has always dealt with complaints or issues from the Tenant's when he receives them. In the case of the previous Tenant's, they were eventually evicted for unpaid rent and other issues as well.

The Landlord claims that he has normal adequate insulation in the house and that the hardwood floors would be noisy if someone was running across it. The Landlord states that they never received any complaints until the filing of the application for dispute resolution.

Analysis

I am satisfied that both parties attended with proper notice of the hearing and that evidence was exchanged. I find that the Tenant's evidence although late, does not give any bias or impact. The invoice document filed by the Tenant from Hilltop Plumbing and heating Ltd. was already in possession of the Landlord.

The Tenant's claim for compensation is not supported by any third party evidence. The Landlord has disputed the Tenant's claim and has filed a letter from Hilltop Plumbing and heating, that states that no health issues in relation to the HVAC were noted. This portion of the Tenant's claim is dismissed.

The Tenant's issues with noise complaints from previous Tenant's have been addressed and as such find that this portion of the Tenant's claim is dismissed.

The Tenant has not provided any undisputed evidence to support the claim of potential health issues or repairs required by the Landlord, as such I dismiss this portion of the Tenant's claim. The Tenant's own evidence cites that the Landlord has tried to deal with issues as they come up, this is confirmed by the Landlord.

I find that the Tenant has not proven their claim and dismiss it based upon a lack of evidence by the Tenant.

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: February 21, 2011.

Residential Tenancy Branch