



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MNDC, OLC, ERP, RP, RR, FF

### Introduction

This hearing dealt with an application by the tenant for a monetary order, an order that the landlord comply with the Act and perform repairs and an order permitting him to reduce his rent. Both parties participated in the hearing.

At the hearing the tenant confirmed that the City of North Vancouver is investigating the electrical issues which the tenant sought to have repaired and the City may order repairs should they be required. The tenant agreed that in light of the City's involvement, an order from this office for repairs was no longer required. I consider that claim to have been withdrawn.

### Issues to be Decided

Is the tenant entitled to a monetary order and if so, in what amount?

Should the landlord be ordered to comply with the Act?

Should the tenant be permitted to reduce his rent?

### Background and Evidence

The rental unit is a room on the main floor of a residence in which 3 other bedrooms are on the main floor and at least one further bedroom is on a lower floor. The residence also has a fully contained suite with a private entrance as well as the landlord's office.

The tenant testified that over approximately a 4 month span, he has experienced significant disturbance from another tenant in the residence, \*, who is employed by the landlord in a separate business endeavour. The tenant testified that \* enters and leaves the residence several \*es each night and the tenant can hear him walking on the gravel outside and opening and closing the door. The tenant further testified that \* exhibits aggressive behaviour, is rude and has threatened the tenant at least a dozen times during the tenancy. The tenant stated that \* will often use the kitchen at the same \*e the tenant is cooking and will move the tenant's food and cooking implements out of the way to make room for himself. The tenant stated that

\* was exceedingly aggressive toward another tenant, P.B., who is the tenant's friend, and that he falsely accused P.B. of a number of infractions which resulted in her tenancy ending. The tenant testified that he gave a letter outlining his complaints to the house manager but the letter was ignored. The tenant also claimed to have contacted the landlord on a number of occasions to complain about \*'s behaviour, but stated that the landlord has failed to take action. The tenant stated that \* threatened his life on one occasion and the tenant telephoned the police but declined to press charges.

P.B. testified that she had numerous conflicts with \* during her tenancy and that he continually called her names, discriminated against her, threatened to have her evicted and on one occasion threatened her life.

The tenant testified that the City had discovered that there were problems with the electrical wiring in the residence and he believes his life is in jeopardy as the wiring does not meet the current building code. The tenant seeks up to 4 months rent rebated to him for loss of his quiet enjoyment of the unit as well as an order that the landlord comply with the Act and stop \* from disrupting and threatening him.

The landlord testified that he received several complaints from the tenant via telephone and that these complaints were primarily regarding personality conflicts between the tenant and other residents, including \*. The landlord maintained that he addressed complaints wherever possible. The landlord testified that the individual the tenant identified as the house manager only acts on his behalf for the collection of rent, not for any other issues arising in the residence. The landlord stated that he did not receive the letter the tenant gave to the house manager and was unaware of difficulties beyond the personality conflicts which had previously been brought to his attention. He insisted that he had never been informed that \* had threatened the tenant's life but stated that on at least one occasion when the tenant had telephoned to report a conflict, the tenant had threatened to injure \*. The landlord stated that it seemed that the close relationship between the tenant and P.B. had resulted in conflict between the tenant and \* whenever \* and P.B. had a disagreement. The landlord maintained that the other tenants in the residence had no complaints about \*.

### Analysis

The tenant bears the burden of proving his claim on the balance of probabilities. I find that much of the noise complained of by the tenant is the natural result of living in high density housing. The disruption caused by an individual entering and exiting the rental unit at night is not compensable unless demonstrated to be extreme, and I am unable to find that it has been extreme in this case. The same holds true for having to share kitchen and bathroom facilities. While each resident may not have the same manners or standard of cleanliness, I find that minor disruption resulting in living in shared accommodation is not compensable.

It is apparent that there is a conflict between the tenant and \*. In order to establish a claim for compensation, the tenant must prove that \*'s behaviour has been unreasonably disturbing and that the problem was reported to the landlord who failed to act on the complaint. I find insufficient evidence to prove that \*'s behaviour has been unreasonably disturbing. The tenant did not dispute having made threatening statements against \* to the landlord in a telephone call. I find it more likely than not that the tenant and \* have exchanged threats in the heat of conflict and it is not possible for me to determine who was at fault for those conflicts or whether the tenant's behaviour began or compounded the situation. Further, I am not satisfied that the tenant reported threats against his life to the landlord. I accept that the house manager acted only to collect rent and that the tenant was well aware of this as he directly telephoned the landlord on several occasions.

I find it more likely than not that the complaints made to the landlord were regarding \*'s manners in the kitchen, problems between \* and P.B. in which the tenant intervened and other noise-related issues which as stated above, are attributable to the close quarters in which the residents reside. I find that the landlord reasonably interpreted these complaints as personality conflicts and that he acted reasonably in not taking steps to end \*'s tenancy.

As for the allegation that the tenant's life has been in danger due to faulty wiring, I find that the tenant has not proven that there was actual danger, but just that there may be code violations.

I find that the tenant has not met the burden of proving his claim for compensation or for his claim for an order that the landlord comply with the Act.

### Conclusion

The tenant's claim is dismissed in its entirety.

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: March 03, 2011

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Residential Tenancy Branch