



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC RP

Introduction

This hearing dealt with an application by the tenant for monetary compensation for loss of quiet enjoyment and an order for repairs. The tenant and two agents for the landlord participated in the teleconference hearing.

I have reviewed all evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation for loss of quiet enjoyment?
Should the landlord be ordered to do repairs?

Background and Evidence

The tenancy began on July 1, 2002.

Tenant's Evidence

The tenant started hearing a quiet repetitive hum in her rental unit beginning in March 2011. The tenant spoke to the resident manager about the sound in April 2011. The manager said that there was a problem with the water pump on the roof, and also a problem with a bearing in the water pump in the mechanical room. One week later a plumber attended the building. The tenant continued to hear the noise but the resident manager said that the water pump was fixed.

In July 2011 the tenant made a written request for repairs, and the landlord came to check the ducts, fans and vents in the rental unit. The sound persisted.

No one came to the rental unit again until after the tenant filed her application in November 2011. The plumber came into the unit, stood in the middle of the suite and listened. The plumber told the tenant he heard the noise, and it sounded like something

mechanical. The resident manager then arrived and said he did not hear anything. The plumber then said that the noise was coming from outside.

The noise is still occurring now, especially at night when the traffic winds down. The tenant has claimed \$1400 in compensation for 7 months of lost quiet enjoyment and sought an order for repairs to stop the noise from occurring.

Landlord's Response

The landlord attended the rental unit in April 2011 and did not hear any noise that was coming from within the rental suite. The tenant's unit is on the fourth floor, and the pump is on the 13th floor. The mechanical room is in the basement, six floors below the tenant. The resident manager's unit is closer to the mechanical room than the tenant's unit, but the resident manager does not hear any noise from the mechanical room. The landlord checked with other tenants, none of whom heard any noise. The landlord also checked with the restaurant next door to the building about their fan, and the restaurant confirmed that they shut their fan off every night. The resident manager attended the rental unit with the plumber on November 16, 2011, and he did not hear any noise inside, only outside. The landlord has not found any noise that could be repaired.

Analysis

I find that the tenant has not provided sufficient evidence to show that there is a noise occurring within the building that the landlord can repair. I am satisfied that the landlord took adequate steps to investigate the tenant's complaint. The tenant is therefore not entitled to any compensation for loss of quiet enjoyment. I also decline to order the landlord to do repairs, and there was no evidence of any item requiring repair.

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: December 5, 2011.

Residential Tenancy Branch