



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC

### Introduction

This hearing was convened on the tenant's application of March 16, 2012 seeking monetary compensation for damage or loss arising from a claim that the landlord did not take action to address the playing of loud music by the applicant's neighbouring tenant.

As a preliminary matter, the tenant named and served both the corporate landlord and one of the building managers in his application. As the manager is an employee and would have no personal liability in this matter, his name was deleted from the style of cause with consent of the parties.

### Issue(s) to be Decided

Is the tenant entitled to monetary compensation as requested?

### Background and Evidence

This tenancy began on February 24, 2009. Rent is \$455 per month and the landlord holds a security deposit of \$227.50 paid at the beginning of the tenancy.

During the hearing, the tenant submitted copies of three police reports verifying that he had filed police complaints of loud music coming from his neighbouring suite on December 18, 2011, January 19, 2012 and February 11, 2012.

On the first occasions, the police reports showed that after they attended, the neighbour had kicked the applicant's door and made a threatening gesture.

The applicant also submitted a form letter signed by another tenant on the same floor attesting that at 11 p.m. on February 4, 2011, he could clearly hear loud music coming from the same rental unit.

The landlord's representative stated that he had both hearing packages in hand and neither contained the police reports or other documentary evidence filed by the tenant.

He stated that all complaints to the front desk are investigated, but stated that he had not submitted documentary evidence of the response to the complaints because he did not have the tenant's evidence and was not aware of the dates and incidents in question.

The landlord stated that he did have and had played a recording device provided by the tenant to him and to the branch with brief samples of loud music which the tenant stated he had recorded outside the door of the rental unit in question.

The landlord also stated that he had no other complaints about noise from the neighbouring rental unit and that the tenant in that unit has stated that he will be leaving his tenancy on June 30, 2012, although he has not yet given written notice. The landlord stated that he believed a personal conflict was at the root of the complaints.

The tenant had submitted a claim for \$57.08 which was the cost of the recording devices purchased at a second hand store.

### Analysis

I find that the landlord has been prejudiced by the fact that he did not have copies of the primary evidence filed by the tenant.

In addition, the tenant's monetary claim was for reimbursement of the cost of the recording devices, an expenditure that falls within the realm of evidence gathering. The *Act* provides no authority under which I can make an award for costs of participating in the dispute resolution process except for recovery of a filing fee.

I further note that while the tenant has provided documentary evidence of police attendance, he had not provided written evidence of having notified the landlord of the complaints.

Accordingly, I must dismiss the present application.

If the tenant finds that disturbances continue, he is at liberty to make a further application for loss of quiet enjoyment under section 28(b) of the *Act*.

### Conclusion

The application is dismissed with leave to reapply if there are further or continuing disturbances.

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: May 22, 2012.

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Residential Tenancy Branch