



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC

Introduction

This hearing dealt with an application by the tenant for money owed or compensation due to damage or loss and for an order for the landlord to comply with the Act.

Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

Background and Evidence

The tenant testified that the landlord has not responded to the tenant's requests to ensure that his peace and quiet enjoyment are not disturbed. The tenant stated that he had documented the incidents when his peace and quiet enjoyment was disturbed and provided the information to the landlord but that the landlord did nothing to address the matter. The tenant stated that the incidents in question took place all throughout 2011 and that he had made complaints in writing during May, June, July and September 2011.

The landlord testified that the tenant had brought matters to their attention related to his peace and quiet enjoyment being disturbed and that each time the tenant made a complaint the landlord addressed the matter with the tenant in question. The landlord stated that a number of the noise complaints were related to a common area that the tenant likes to sit and read in and this area is near another tenant's window. The landlord stated that the tenant has complained that if the tenant's window is open, noise from the rental unit 'pollutes' this common area.

The landlord stated that the tenant who was being complained about has since moved to a rental unit in another building and the tenant has not contacted the landlord regarding noise complaints either in the fall of 2011 or any time in 2012. The landlord also stated that apart from complaints by this tenant, they have never had noise complaints about the tenant in question either in her old rent unit or her new rental unit.

The landlord also commented that it was not a standard practice to go back to the complaining tenant and advise them of what transpired with the tenant they were complaining about.

The tenant stated that the landlord had coerced him into signing a document regarding another tenant. The landlord stated that she had discussed an incident involving the other tenant with this tenant and then typed up a statement for the tenant to sign. The landlord made it very clear that at no time was the tenant pressured into signing the document and he could simply have said no.

The landlord stated that in September 2011 they arranged to meet with the tenant and discuss his concerns. The tenant stated that the meeting did not get off to a good start as protocol was not followed, introductions not made and the meeting became a 'blame game'. The landlord responded by stating that the meeting did not go well when the landlord made reference to incidents regarding the tenant's behaviour and the tenant's witness advised the tenant to stop the meeting and they walked out.

The landlord stated that the tenant in February and March 2012 requested another meeting however the landlord's schedules could not accommodate this request. The landlord stated that they have now received 3 complaints about the tenant disturbing other tenants and that on April 26, 2012 the landlord sent the tenant a letter regarding the complaints.

The tenant stated that he still wants the issues of his peace and quiet enjoyment being disturbed resolved and that he no longer feels safe as the landlord's caretaker is now harassing him. The tenant referred to a time when support poles and netting in the garden bed had been taken down and also to when he had been told by the caretaker to remove his garden hose from off the lawn. The landlord responded by stating that the poles and netting had been removed at another tenant's request and that they had rules regarding what tenants could put on the lawn and the hose needed to be moved to allow the grass to be cut and for the lawn to not be killed.

The tenant also stated that he was very frustrated that the landlord was not taking steps to educate all the tenants regarding their rights and responsibilities under the *Act*.

In closing the landlord agreed that a tenant was entitled to peace and quiet enjoyment but not silence, which was what the tenant was wanting. The landlord also stated that they took every step possible to address any noise issues when advised of such problems and again stated that in 2012 there had not been any complaints by the tenant regarding noise.

The tenant in this application is also seeking \$150.00 compensation for the following:

- Registered mail \$12.10
- Ink and paper \$37.06
- Photocopying \$3.00

- Time \$100.00

Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the tenant has not met the burden of proving that they have grounds for entitlement to an order for the landlord to comply with the *Act*.

The issues that the tenant brings forward in this application are complaints made by the tenant to the landlord in 2011. The landlord has clearly established through their testimony and evidence that any complaints brought forward by the tenant in writing were addressed by the landlord in a very timely manner. And although the tenant may have been frustrated that the landlord did not advise them of what steps they took when addressing his complaints, a landlord is not compelled to do so.

The tenant has also stated in this hearing that he has not brought forward any new noise complaints to the landlord since the fall of 2011. Therefore as the tenant's complaints from 2011 were addressed and the landlord did comply with the *Act* and address the issues, **an order to comply with the *Act* is not warranted.**

I also do not find that the tenant was coerced when asked to sign the landlord statement as the tenant could have simply said no and left the landlord's office. I also do not find that the landlord's caretaker is harassing the tenant when acting in his role as the landlord's agent and performing the functions of his job and enforcing the landlord's rules.

In regards to the tenant's frustration over other tenants not knowing their rights and responsibilities under the *Act*, there is nothing in the *Act* that places this responsibility on the shoulders of the landlord and it is up to tenants to educate themselves.

In regards to the tenant's claim for money owed or compensation due to damage or loss, section 72 of the *Act* addresses Director's orders: fees and monetary orders. With the exception of the filing fee for an application for dispute resolution, the *Act* does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, the tenant's claim for \$150.00 in printing and mailing costs is hereby dismissed.

The tenant's application is hereby dismissed without leave to reapply.

Conclusion

The tenant's application 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: June 14, 2012

Residential Tenancy Branch

