



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC Housing
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, OLC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The female landlord, the property portfolio manager, confirmed that the tenant handed copies of the tenant's dispute resolution hearing packages to the landlords' receptionist on April 25, 2013. I am satisfied that the tenant served these packages to the landlords in accordance with the *Act*.

Issues(s) to be Decided

Is the tenant entitled to a monetary award for losses or damages arising out of this tenancy? Should any orders be issued against the landlords?

Background and Evidence

This periodic tenancy began on August 1, 2009. Monthly rent is currently set at \$328.00, payable in advance by the first of each month.

The tenant applied for a monetary award of \$328.00, an amount that was designed to compensate for the loss of quiet enjoyment to this tenancy arising out of the landlords' alleged failure to take action with respect to disturbing behaviours exhibited by the neighbour across the hall from the tenant. The tenant also requested an order requiring the landlords to take action against the neighbouring tenant.

In the Details of the Dispute on the tenant's application for dispute resolution, the tenant maintained that the neighbour kept placing "dirty ladies underwear" on his doorknob.

The tenant also maintained that the same tenant let off fireworks inside the hallway directed at the tenant's door. Although the tenant gave evidence that he had contacted the local police and had two Police File Numbers, he did not provide any copies of police reports, nor did the tenant call any witnesses or present any written statements with respect to his application.

The female landlord (the landlord) testified that she could not provide full details regarding the actions being taken to address the tenant's concerns about his neighbour. As an official with a provincial housing corporation, she could not breach the other tenant's confidentiality by releasing specific details regarding the landlords' actions. However, she gave sworn testimony that the landlords have issued warning letters to the neighbouring tenant. She said that if the other tenant did not comply with the landlords' request to modify behaviours, the landlords would consider issuing a 1 Month Notice to End Tenancy for Cause to the other tenant.

Although the tenant recognized that the landlords now seem to be taking his complaints seriously, he questioned why it had taken so long to do so and why he had to file for dispute resolution to obtain this action.

Analysis

As set out in part below, section 28 of the *Act* establishes a tenant's right to quiet enjoyment.

28 *A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:*

(a) reasonable privacy;

(b) freedom from unreasonable disturbance;...

If a tenant can demonstrate that the landlord has been responsible for his loss of quiet enjoyment or a devaluation in the worth of his tenancy due to the landlord's actions or omissions, an Arbitrator can issue a monetary award in the tenant's favour.

After considering the sworn testimony of the parties and the tenant's minimal written evidence, I find that the tenant has fallen far short of demonstrating his entitlement to any form of monetary award for the actions of his neighbour. While the tenant has found his neighbour's actions upsetting, his unsatisfactory interactions with his neighbour are not necessarily subject to intervention by his landlord(s). Residing in a multi-unit rental building sometimes leads to disputes between tenants. When concerns are raised by one of the tenants, landlords must balance their responsibility to preserve

one tenant's right to quiet enjoyment against the rights of the other tenant who is entitled to the same protections, including the right to quiet enjoyment, under the *Act*. Landlords often try to mediate such disputes if they can, but sometimes more formal action is required. The landlord described an appropriate process that the landlords have initiated to address this matter with the tenant's neighbour. I see insufficient evidence to demonstrate that the landlords have failed to take appropriate action to follow up on the tenant's concerns about his neighbour.

For the reasons outlined above, I dismiss the tenant's application without leave to reapply, as I find that the tenant has failed to demonstrate that any orders, monetary or otherwise, should be issued against the landlords.

Conclusion

I dismiss the tenant's application without leave to reapply.

Should additional incidents of a **serious** nature occur with respect to the tenant's concerns about his neighbour's actions, the tenant is to outline these in writing to the landlord(s). If, after a reasonable period of time, no action has been taken by the landlords to address the tenant's new concerns, the tenant is at liberty to submit a new application for dispute resolution.

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 23, 2013

Residential Tenancy Branch

