



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding City of Vancouver
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC

Introduction

This hearing was convened in response to an application filed by the tenant seeking a monetary order for compensation for damage or loss in the amount of \$5,000.00.

Both parties appeared at the hearing and gave evidence under oath.

Issue(s) to be Decided

Has the tenant met the burden of proving his claim?

Background and Evidence

The tenant testified that this tenancy began in December 2011. The rental unit is a single room occupancy (SRO) unit and rent is fixed at \$375.00 per month. The tenant submits that there are 23 units on 5 floors. The tenant testified that he has written 75-100 notes to the landlord complaining about noise in the building. The tenant says other tenants leave their doors open, leave their radios on when they leave their rooms to go watch television in the common area, play music, talk loud and argue in the corridors. All of which the tenant says is in violation of the Regulations for Housing Operated by the City of Vancouver. The tenant submitted a list of complaints dated January 8, 2013:

- 9:40 p.m. Room #505 door open;
- 11:00 p.m. Room 517 occupant banging objects in corridor the clumsily slammed door; 5 minutes later he attempted to repeat the cycle

The tenant goes on to say that on this date he phoned for assistance but the attendant did not respond to at least 4 attempts to call between 11:00 and 11:30. The tenant says this forced him to deal with the offender himself "...through a crack in my door and

frame..." The tenant says "...he mumbled something unintelligible in response, but it seemed to end the onslaught". The tenant requested that the landlord explain why the attendant was absent in this "...potentially damaging scenario".

The tenant says the landlord has done nothing to enforce the rules. The tenant says, however, that the landlord has engaged the Vancouver City Police to stand outside his own door for over half an hour without ever speaking to him.

The tenant says the rental building is old and the walls are thin and any noise resonates through the building. The tenant says this is why the building is being decommissioned and the residents are being moved to other units. The tenant anticipates being relocated in September or October 2013.

With respect to his claim for compensation the tenant says the \$5,000.00 sum was arrived at as a symbolic sum which represents the apathy with which the landlord has dealt with this issue. The tenant also says \$5,000.00 represents one half a year's rent.

The landlord responded that there are 109 units and 109 people living in the building and they receive very few complaints except from this tenant. The landlord says it is no exaggeration to say that this tenant has sent over 100 notes to them with his complaints. The landlord says there is a 24 hour attendant on staff who attends to every complaint and when a resident has his radio on too loud or is doing something else that may disturb others the attendant advises the tenant about the problem and the tenants generally cooperate. The landlord says this tenant's complaints usually come during the day when tenants are allowed to have their radios on or talk. The landlord says that many residents have nurses and caretakers come to visit them in their rooms and sometimes doors are left open while the nurses communicate with each other or when residents talk to each other. Sometimes the nurses talk loud because their patient/tenant is hard of hearing. With respect to the police standing outside the tenant's room the landlord says the police were there to deal with a matter to do with another tenant and had nothing to do with this tenant and that is why they did not speak to him.

The landlord agrees that the building is old and the walls are thin but states that this is a single room occupancy building with shared washrooms and there is a good deal of coming and going. The landlord testified that it is true that the building is being decommissioned and everyone should be moved out by summer.

Analysis

This is a multi-person rental building with shared washroom facilities and common television viewing area. As such I find it is reasonable to conclude there is likely to be a good deal of coming and going in the corridors. The tenant complains that some tenants make noise and leave their doors open and this is against the rules. However a review of the rule regarding closed doors suggests that it is in place for the safety of the occupants and their own valuables. I find this more reasonable than to suggest that a door to a single room occupancy unit must be closed at all times. With respect to the level of noise, tenants are allowed to play music and talk. I find the landlord's explanation for loud conversations to be reasonable i.e. that nurses talk loud in attending to tenants who are their patients and who are hard of hearing. No doubt those hard of hearing tenants talk loudly to each other as well. The landlord has testified that a 24 hour attendant is on hand to deal with all matters as they arise and that while he may not always be at his station he does deal with issues. I accept the landlord's testimony as a description of the reasonable activities that go on in this building. I also accept both parties' testimony that the building is old and the walls thin. While this may not always be an acceptable excuse for noise I find that the tenant has supplied insufficient evidence to show that the noise is excessive. On a balance of probabilities I find that it is more likely than not that the noise is the noise of everyday living which the landlord does work to control while balancing the rights of all tenants' to the freedom and enjoyment of their homes.

Overall I find that the tenant has failed in his burden of proving that such a situation exists whereby the tenant should be entitled to compensation for damage or loss.

Conclusion

The tenant's claim 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: June 27, 2013

Residential Tenancy Branch