



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding GULF ISLAND PIONEER VILLAGE  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing was scheduled to deal with a tenant's application to cancel a 1 Month Notice to End Tenancy for Cause dated October 30, 2013. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

### Preliminary and Procedural Matters

During the first hearing date, I heard from the landlord that there had been numerous complaints received from both the tenant and the tenant in the adjacent unit alleging they were being disturbed by the other. Of particular concern were repeated complaints regarding the sound of plumbing in the late night or early morning hours and music. Despite the landlord's attempts to find resolution, the tenants could not peaceably co-exist in adjacent units and, as a result, a lot of the landlord's time and resources were being allocated to these two tenants.

The tenant appearing before me presented a willingness to find a resolution so as to continue her tenancy.

To explore the possibility of settling or resolving this dispute, I proceeded to discuss certain provisions of the Act with the parties. In particular, the tenant was informed that every tenant has a right to use and enjoy their unit for normal living activities; so long as the tenant does not unreasonably disturb or significantly interfere with other occupants of the residential property. Unreasonable disturbance or significant interference may include excessive noise or harassment and, in such cases, the tenant has a reasonable expectation that the landlord will respond to complaints of such by taking sufficient action against the offending tenant. However, a landlord cannot dictate when a tenant draws water in the bath or sink, or flushes the toilet, even if the plumbing sounds may

be heard in an adjacent unit as to do so would infringe on that tenant's right to use their unit for normal living activities.

Further, a landlord's obligation to repair a property applies when the repair is needed to comply with health, safety or building laws; or, to make the property suitable for occupation, having regard to the building's age, character and location. Accordingly, the landlord is not required to further insulate the walls or relocate plumbing of an older building so as to reduce noise transference if the building was constructed to applicable building laws in place at the time of construction. Therefore, tenants who reside in multiple unit buildings must recognize that, at times, they will likely hear the sounds of normal living activities of other occupants and tenants should appreciate that the landlord may not be able to interfere with that activity.

The hearing was adjourned to provide an opportunity to see if the parties could resolve this dispute on their own. When the hearing reconvened the landlord indicated a willingness to withdraw the 1 Month Notice and requested the discussion of the first hearing date be included in this decision. The tenant was agreeable to the withdrawal of the 1 Month Notice. I have included a summary of the discussion that took place during the first hearing date as requested by the landlord.

Since the 1 Month Notice has been withdrawn and the tenancy shall continue at this time, by mutual consent, the 1 Month Notice issued October 30, 2013 is no longer enforceable.

### Conclusion

The 1 Month Notice to End Tenancy was withdrawn by mutual consent and the tenancy continues at this time.

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: February 11, 2014

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Residential Tenancy Branch

