



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding United Seniors Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, FF

Introduction

This was a hearing with respect to the tenant's application for an order directing the landlord to comply with the *Residential Tenancy Act*, Regulation and tenancy agreement. The hearing was conducted by conference call. The tenant and the landlord's representative called in and participated in the hearing.

Issue(s) to be Decided

Should the landlord be directed to comply with provisions of the *Act*, Regulation or tenancy agreement?

Background and Evidence

The rental unit is a ground floor apartment in the landlord's four storey apartment building in Port Coquitlam. The rental property is a subsidized housing facility offering housing to persons above the age of 55. The tenancy began in 2011. The tenant testified that her apartment is on the ground floor with a hallway leading to the lobby of the building.

The tenant testified that she is disturbed, and her quiet enjoyment of the rental unit is impaired by occupants of the building who congregate in the lobby to talk loudly and socialize. The tenant is 71; she is retired and remains at home. In March, 2012 the tenant first wrote to the landlord, consisting of the board members of the society that manages the rental property, to complain about people congregating in the lobby to conduct loud social gatherings. The tenant testified that the noise often commenced as early as 6:00 A.M. and woke her up from her sleep.

The tenant testified that the landlord responded to her complaint by posting a sign in the lobby; the posted sign stated that residents should refrain from making noise or meeting

in the lobby between the hours of 10:00 P.M. and 8:00 A.M. The tenant said that the notice helped to reduce noise in the early morning. Before 8:00 A.M., but it became a justification used by occupants congregating in the lobby for noise throughout the day.

The tenant referred to the provisions of the tenancy agreement; the agreement confirmed that the tenant is entitled to quiet enjoyment, reasonable privacy and freedom from unreasonable disturbance. The tenant also referred to a provision in the agreement permitting the landlord to end a tenancy if the occupant of a rental unit causes unreasonable or excessive noise or disturbance.

The tenant said that the landlord does not have an on-site manager and there is a manger present at the rental property for only six hours per week.

The tenant did not have specific recommendations for the landlord as to how the landlord could act to alleviate the noise problem. The tenant did request that the existing lobby sign be removed

The landlord's representative testified that she was only recently selected to respond to the tenant's claim in this proceeding. She said that she was not familiar with the history of the tenant's noise complaints. She thought that the sign in the lobby had been taken down to allow som painting work to be done.

During the hearing there was some discussion of possible solutions to the disturbance caused by occupants of the rental property who congregate and socialize in the lobby area. The landlord's representative said that the landlord would be receptive to allowing the tenant to move to a unit on a different floor if such a unit became available. The tenant said that she would consider such a move.

There was some discussion of the placement of a more emphatic sign in the lobby; on that would direct people to be quiet at all times, not just during specific hours.

Analysis

I accept the tenant's evidence that there is a continuing noise problem created by other residents of the rental property who congregate and socialize in the lobby. I find that the landlord must take active measures to alleviate the problem. During the hearing the tenant and the landlord agreed to have a conversation after the hearing to discuss what specific steps the landlord is prepared to take to ensure that the tenant is afforded quiet enjoyment of her rental unit, free from disturbing noise from the lobby and its occupants. During the hearing I recommended to the landlord that it place a sign in the lobby that

plainly states that the lobby is a quiet area and tenants living on the ground floor are not to be disturbed.

Conclusion

I have not been presented with specific recommendations to resolve the noise issue. The landlord's representative will discuss potential remedies with the tenant. If the landlord does not take reasonable steps to deal with the noise problem the tenant has leave to reapply. I find that the tenant's application was properly brought, given that the landlord failed to respond to the tenant's repeated written requests for action. I find that the tenant is entitled to recover the \$50.00 filing fee for her application; she may deduct the sum of \$50.00 from a future instalment of rent payable to the landlord.

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: December 09, 2015

Residential Tenancy Branch

