



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Triville Enterprises Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, OLC, PSF

Introduction

This is an application brought by the tenant requesting a monetary order in the amount of \$800.00, requesting that the landlord comply with the act, regulation or tenancy agreement and requesting that the landlord provide services or facilities required by law.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties and the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed

Preliminary Issue

The first issue I dealt with was a request to exclude some late evidence that was provided by the tenants, and it was my finding that it would not be reasonable to allow this evidence as it did not give the landlord a reasonable chance to respond to the late evidence. The late evidence was therefore excluded.

Issue(s) to be Decided

The issues are whether or not the landlord has taken reasonable steps to ensure the quiet enjoyment of this tenant, and if not, then whether or not the applicant has the right to compensation, and whether orders should be issued against landlord to comply with the Residential Tenancy Act or to provide services or facilities required by law.

Background and Evidence

The agent for the tenant testified that the tenant has suffered with excessive noise from the tenant in Suite 117 since the beginning of his tenancy, however, although verbal complaints were made, the first written complaint to the landlord was issued on December 16, 2015.

The agent for the tenant further testified that the excessive noise continued, and therefore on January 14 another complaint was made, during a meeting with the landlords.

The agent for the tenant further testified that on January 17, 2016 the disruptive tenant from 117 broke down the applicants door with a shovel in hand and as a result they had to call the police.

The agent for the tenant further testified that even after this violent incident the landlords failed to evict the tenant in 117, and therefore on February 22, 2016 they applied for dispute resolution.

The agent for the tenant stated that they believe the landlord has not taken reasonable steps to deal with the tenant in 117 and as a result the applicant has lost the quiet enjoyment of his rental unit, and therefore they are asking for a monetary order for \$800.00 for loss of use and enjoyment, and for rent reduction until the issue is resolved.

The landlord testified that the first written complaint they got about the noise issue was on December 16, 2015 and they acted immediately by issuing a breach letter to the tenant in 117 on December 17, 2015, informing him that he must reduce the noise level.

The landlords further testified that after receiving further complaints from the applicant it became evident that the tenant in 117 had not complied with their breach letter and since they had been informed by the applicant that he was assaulted or threatened by the tenant in 117, they sent a second breach letter to the tenant however they never received a police report from the applicant and therefore at that time they did not proceed with an eviction, as the applicant said that he would not testify against the tenant in 117.

The landlords also testified that on March 10, 2016 they received another complaint from the applicant and therefore a final breach letter was sent to the tenant in 117 along with an eviction notice requiring the tenant to vacate by the end of April 2016.

The landlord stated that they believe they have taken reasonable steps to try and resolve the issues caused by the tenant in 117, including temporarily moving him into

another unit, however that did not work out and therefore they are proceeding with the eviction and ending this tenancy on April 30th 2016.

Analysis

The applicant has stated that they believe the landlord did not act in a timely manner to rectify the issues, however the tenant in 117 also has the right to due process and it's my finding that the steps taken by the landlord balanced the rights of the tenant in 117 and the rights of the applicant, and that the landlord did act reasonably.

It was not unreasonable for the landlord to give the tenant in 117 a reasonable chance to change his behavior after giving a breach letter, and before issuing an eviction notice, and in fact section 47(1)(h) of the Residential Tenancy Act, requires it. The behavior of the tenant of 117 did not improve and the tenant has now been evicted, effective April 30, 2016, and it's my decision that no further orders are required by me.

I therefore will not be issuing any monetary order in favor of the applicant, nor will I be issuing any orders for the landlord to comply with the Residential Tenancy Act or to provide services or facilities required by law.

Conclusion

This application has been dismissed in full.

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: April 11, 2016

Residential Tenancy Branch

