



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NEIGHBOURHOOD HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, OLC, RR

Introduction

This matter dealt with an application by the Tenant for compensation for damage or loss under the Act, regulations or tenancy agreement, for the Landlord to comply with the Act, regulations for tenancy agreement and for a rent reduction.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the "hearing package") by personal delivery on May 20, 2016. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Is the Tenant entitled to compensation for loss or damage and if so how much?
2. Has the Landlord complied with the Act, regulations and tenancy agreement?
3. Is the Tenant entitled to a rent reduction?

Background and Evidence

This tenancy started in February, 2009 as a month to month tenancy. Rent is \$356.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$150.00 at the start of the tenancy.

The Tenant said he made this application because the Landlord has not dealt with complaints that he has made about his neighbour tenant. The Tenant said his neighbour plays loud music with his door open which is very disturbing to the Tenant. The Tenant said the neighbour plays the music in the day time and late at night. Further the Tenant said the tenancy agreement says no loud noise are to happen in the units and it is to be quiet after 11:00 p.m. The Tenant said the neighbour tenant has broken the noise rules of the tenancy agreement.

The Landlord said there was a dispute resolution hearing earlier on this noise issue and there have not been any complaints since January, 2016. The Landlord said they

believe they have dealt with this issue. The Tenant agreed there have been no complaints since January, 2016 about the neighbour making noise.

Secondly the Tenant said the neighbour's cat and other cats in the building are not kept in the units as the tenancy agreement states pets should be. The Landlord said the complex has adjusted the pet clause to say pets have to be supervised when out of the units. The Landlord agreed some pets are not supervised but she believes the neighbour's cat is supervised when out of the unit. The Tenant said the neighbour's cat is not supervised and it disturbs the Tenant and tries to enter his unit.

Thirdly the Tenant said the neighbour calls him names and is aggressive and hostile towards him. The Tenant said he finds this very disturbing and wants it to stop. The Tenant said the Landlord should move the neighbour to another unit.

The Landlord said it is her observation that both the Tenant and his neighbour are hostile to each other and this is an interpersonal problem that is outside of the tenancy. Further the Landlord said it is difficult to find units to transfer tenants too and 3 tenants have already been moved away from the Tenant. The Landlord said they will not be moving the Tenant's neighbour because of the neighbour's health issues.

The parties were offered the opportunity to mediate a solution to these issues and the Tenant declined to mediate a settlement. The Landlord said that the Tenant could talk to her at any time and she would try to work out a Memorandum of Understanding with the Tenant and his neighbour.

The Tenant continued to say that he has applied for \$1,200.00 for loss of quiet enjoyment of his rental unit and a rent reduction to pressure the Landlord to move the neighbour away from the Tenant. The Tenant said he calculated the claim by \$200.00 per month for 6 months.

The Tenant said in closing that he does not talk the neighbour and the Landlord does nothing to improve the situation so he is claiming compensation for loss of quiet enjoyment of his rental unit.

The Landlord said she would assist the Tenant in looking for an assisted living rental unit if that is what he wants and she will continue to try to help work this dispute out.

Analysis

Disputes between Tenants and Landlords are based and evaluated on the tenancy agreement and the Residential Tenancy Act and regulations. These are the standards that disputes are evaluated on. In order to be successful in a claim an applicant must show a loss or damage that is actual and measurable and is in violation of the tenancy agreement, the Act or the regulations.

The Tenant and Landlord agree that there have been no complaints about the noise issues from the Tenant's neighbour since January, 2016. As part of the Tenants application was for the Landlord to stop the neighbour making noise; I find that the Landlord has resolved the noise issue with the Tenant's neighbour. As the noise issue has been resolved I dismiss the Tenant's monetary claim due to the neighbour making noise.

With regard to the cat issue both parties agree there are cats out of the rental units and unsupervised in the common areas of the rental complex. The Tenant's tenancy agreement states that pets are not allowed in the common area. The Landlord said this has been amended to allow supervised pets in the common areas but there are tenants who let their pets out unsupervised. The Tenant said his neighbour cat is out unsupervised and it tries to get into the Tenant's rental unit. As both parties agree there are unsupervised pets in the common areas and there is no evidence to show the neighbour's cat is not an unsupervised pet in the common area I find the Tenant has established grounds for compensation due to the possible disturbance of the neighbour's cat and other cats in the building. I award the Tenant one month's rent of \$356.00 due to the disturbance of unsupervised cats in the rental complex. As well I encourage the Landlord to formalize and enforce the cat policy in the rental complex as some tenants do not like cats or pets.

Further the Tenant is requesting compensation for the neighbour harassing him and calling him names. I have reviewed the Tenant's evidence including videos and I find no interaction between the Tenant and the neighbour that would meet the level of intensity that is needed to be called harassment. Tenants have an obligation to get along with each other and it is not the Landlord's responsibility to mediate interpersonal differences between the tenants. Consequently I find the Tenant has not established grounds for compensation due to harassment from the neighbour or that the Landlord is responsible for the interaction between the Tenant and his neighbour. The Tenant's compensation claim for harassment by the neighbour is dismissed without leave to reapply.

Further, I find the Tenant has not established ongoing incidents that would justify a rent reduction therefore I dismiss the Tenant's claim for a rent reduction without leave to reapply.

Conclusion

I order the Tenant to withhold the July, 2106 rent of \$356.00 as full satisfaction of the Tenant's application.

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 20, 2016

Residential Tenancy Branch