



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

The tenant applies for compensation claiming that a plumbing renovation carried out by the landlord unreasonably interrupted and disrupted her enjoyment of the premises.

Both parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Has the landlord breached an obligation to the tenant and if so, has the tenant suffered damages as a result?

Background and Evidence

The rental unit is a one bedroom apartment in a 220 unit apartment building.

The tenancy started in November 1999. The current monthly rent is \$1188.00. The landlord holds a \$380.00 security deposit received October 25, 1999.

Over the months of December 2015 and January 2016 the landlord retained workers to carry out plumbing renovations. The work involved the inspection of plumbing in the suites, the installation of new plumbing and the finish work and final inspection.

The landlord told its tenants that it contemplated a period of 20 to 22 days for the work to be done, Monday to Friday, 8:00 a.m. to 4:00 p.m.

The tenant says it took longer; more like 36 days. She complains that some walls were left with holes in them during the work. Her chief complaint is that she would not know for sure which days the workers would be attending. She would leave her apartment in anticipation that the workers would be there later, only to return to find that had not been in her apartment that day. She feels she lost significant opportunity to be in her suite during the day.

Ms. C. for the landlord testifies that workers spent less than seven days in the tenant's unit and "always posted their days of work." On being questioned about it, Ms. C. was less than clear that the tenant could see from a poster somewhere in the building what days workers would actually be in her apartment.

Analysis

In determining whether a landlord's workmen have unreasonably disturbed a tenant or breached the covenant of quiet enjoyment, it is necessary to balance the tenant's right to quiet enjoyment with the landlord's right and responsibility to maintain the premises.

As with any homeowner undergoing a required renovation, a tenant must suffer some inconvenience when her landlord is conducting required maintenance on an apartment building.

In this case I am satisfied that the 20 to 22 days proposed for the work was only an estimate and did not bind the landlord to any fixed time period. There is nothing to persuade me that the work, though in whole taking longer than 22 days, did not proceed in the ordinary fashion.

It may have been wise of the landlord to convenience tenants by determining the exact day or even time of day that a worker might enter a particular rental unit, if such exact information could even be determined ahead of time. But the landlord did not. It is equally notable that the tenant made no inquiry herself. She had come home on occasion to find that no workers had attended. If it was important that she know with some certainty whether or not they would be there on any given day, she could have asked. There is no evidence that she did so.

In all the circumstances I find that the tenant was not greatly inconvenience by this regular renovation/maintenance work being carried out on the apartment building and that the work and related interruption to tenants was not over and above what might be expected for renovation work of this kind.

Conclusion

The tenant's application 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: July 12, 2017

Residential Tenancy Branch