



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LANTERN PROPERTIES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to have the landlord comply with the Act, regulation, and/or tenancy agreement.

This matter commenced on May 1, 2018 and was adjourned to June 21, 2018. The interim decision should be read in conjunction with this decision.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

### Issue to be Decided

Should the landlord be ordered to comply with the Act?

### Background and Evidence

The tenancy began on November 1, 1998. Rent in the amount of \$863.00 was payable on the first of each month. A security deposit of \$297.50 was paid by the tenant.

The tenant testified that they want the landlord to comply with the Act, as they are not dealing with the issue of noise that is coming from the rental unit above them. The tenant stated it was not too bad at the start; however, now the noise is so bad that they are unable to hear their television.

The tenant testified that they have called the police because they believed there was a domestic dispute happening, as there was one in the past. The tenant stated they have also sent emails and letters to the landlord, which the landlord has not done anything about these complaints. Filed in evidence are emails.

File in evidence is a copy of the police report, which in part reads,

Complainant information

“...STATES PPL ABOVE HER ARE BANGING, YELLING, UNSURE IF PARTY OR FIGHT”

Clearing information

“CALL UNFOUNDED, UPSTAIRS NEIGHROUR HAD BEEN MAKING NOISE PLAYING WITH YOUNG CHILDREN”

[Reproduced as written]

The landlord’s agent testified that there has never been a domestic dispute between the renters that currently live above the tenant. The agent stated the tenant is referring to a previous renter some five years earlier where a domestic dispute occurred and that issue was dealt with at the time.

The landlord’s agent testified that the renter above the tenant has lived there for approximately four years and is a single mother with a young boy who is currently nine years of age. The agent stated that they have spoken to the renter, when they have received complaints from the tenant. However, the noise the tenant is complaining of is that of a young family playing, which they have determined that this is normal household noise.

The landlord’s agent testified that when the police attend the upper rental unit from a complaint they received from the tenant they determined that the tenant’s call was “unfounded”.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this case, I find the tenant has not provided sufficient evidence that the landlord has failed to comply with the Act. The evidence supports that the noise the tenant is hearing is that of a young family playing, which I find is normal household noise when living in a multifamily building.

Further, I have reviewed the emails of complaints the tenant submitted as evidence. I should note that the tenant did not refer to these documents during the hearing. However, I find they relate mostly to the upper renters using their balcony at night as the tenant refers to loud talking and banging, I find this is also constitutes normal household noise as the renter is entitled to use their balcony when they chose to, as the landlord does not have the right to restrict access.

There was no evidence presented by the tenant, such as ongoing yelling, loud music, or unreasonable parties that the landlord has failed to address. I find it not necessary to make an order against the landlord, as the tenant has failed to prove the landlord has breached of the Act. Therefore, I dismiss the tenant's application.

### 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: June 25, 2018

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Residential Tenancy Branch