



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, FFL

### Introduction

On July 22, 2019, the Landlord submitted an Application for Dispute Resolution seeking an order that the Tenant deal with a noisy appliance that is disturbing an adjacent occupant.

The matter was scheduled as a conference call hearing. Both parties appeared at the hearing. The hearing process was explained, and the participants were asked if they had any questions. The parties testified that they exchanged the documentary evidence before me. Both parties provided affirmed testimony and were provided the opportunity to present evidence orally and in written and documentary form and make submissions to me.

In this decision I only describe the evidence relevant to the issues and findings in this matter.

### Preliminary and Procedural Matters

The Landlord confirmed that he is the Landlord of a Manufactured Home Park and that the Tenant owns her manufactured home and pays the Landlord a monthly pad rent.

The Landlord applied for dispute resolution under the *Residential Tenancy Act*; however, the dispute properly falls under the authority of the *Manufactured Home Park Tenancy Act*. The Landlord's application is amended to be under the *Manufactured Home Park Tenancy Act*.

### Issues to be Decided

- Is the Tenant unreasonably disturbing other occupants of the rental property?

### Background and Evidence

The parties testified that the tenancy began approximately 20 years ago and is on a month to month basis. The parties entered into an agreement for the Tenant to rent a manufactured home site. The Tenant currently pays pad rent in the amount of \$305.00 per month. Rent is due on or before the first day of each month.

The Landlord testified that he has received noise complaints from another home owner who lives in the park. The Landlord testified that the occupant of unit #4 has made complaints about noise coming from unit #2 over the past six to seven years. The Landlord is trying to assist the occupant of unit #4 by dealing with the noise complaint.

The Landlord testified that the owner of unit # 2 has an air conditioner unit installed in her yard. The Landlord testified that the air condition unit is approximately 2 feet by 2 feet in size. The Landlord testified that the unit produces noise that bounces off the side of the home and is magnified outwards. The Landlord testified that the noise produced is normal air conditioner noise. The Landlord testified that the occupant of unit # 4, who live two units away has complained about the noise.

The Landlord testified that after he received the noise complaint he spoke to the occupant of unit #2 in an effort to resolve the complaint by reducing the noise. The Landlord testified that he built baffles around the unit and built a 6 x6 x5 structure to try and reduce / contain the noise.

The Landlord testified that the occupant of #4 continues to complain about the noise stating that the noise from the air conditioner is affecting her sleep and well being.

The Landlord feels that the Tenant has not taken any action to deal with the issue.

In reply, the Tenant testified that she has had the air conditioner on her property for the past 10 years. She testified that the air conditioner produces normal air conditioner noise. She testified that the air conditioner only runs for three months of the year.

The Tenant testified that the Landlord brought a person over to look at the air conditioner and the person said the noise was normal. The Tenant testified that she can stand next to the air conditioner and still have a normal conversation with someone.

The Tenant testified that approximately three years ago they purchased a noise suppression bag to fit over the compressor.

The Tenant testified that she has not had any complaints from other occupants living in the park, including her neighbours.

The Tenant testified that the complainant is overly sensitive to noise. She testified that the complainant called the police one evening due to noise from the Tenant's television.

### Analysis

Residential Tenancy Policy Guideline #6 Entitlement to Quiet Enjoyment provides information on a Tenant's entitlement to quiet enjoyment of the property that is the subject of a tenancy agreement.

The Guideline provides that a Tenant is entitled to quiet enjoyment, including, but not limited to the rights to:

- *reasonable privacy;*
- *freedom from unreasonable disturbance;*
- *exclusive possession, subject to the landlord's right of entry under the Legislation; and*
- *use of common areas for reasonable and lawful purposes, free from significant interference.*

*A landlord is obligated to ensure that the tenant's entitlement to quiet enjoyment is protected. A breach of the entitlement to quiet enjoyment means substantial interference with the ordinary and lawful enjoyment of the premises. This includes situations in which the landlord has directly caused the interference, and situations in which the landlord was aware of an interference or unreasonable disturbance, but failed to take reasonable steps to correct these.*

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

I accept the testimony from the Landlord and Tenant that the air conditioning unit is making normal air conditioner noise. I accept the testimony that other neighbors have not complained and that a normal conversation can be had next to it. I find that the Landlord and Tenant have attempted to deal with the complaint by taking steps to try and reduce the noise. I accept that the unit only operates for three months each year.

I find that the Landlord has taken reasonable steps to deal with the complaints he has received.

I find that the noise produced by the air conditioner unit is not to a level that presents an unreasonable or substantial disturbance. I find that the Tenant is not unreasonably disturbing other occupants of the rental property. I find that Tenant is not obligated under the Act to take any further steps to suppress noise from the air conditioning unit while it is operating normally.

The Landlords application requesting that the Tenant to provide quiet enjoyment to an adjacent Tenant is dismissed.

### Conclusion

I find that the noise produced by the air conditioner unit is not to a level that presents an unreasonable or substantial disturbance. I find that the Tenant is not unreasonably disturbing other occupants of the rental property. I find that Tenant is not obligated under the Act to take any further steps to suppress noise from the air conditioning unit while it is operating normally.

The Landlord'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 *Manufactured Home Park Tenancy Act*.

Dated: October 2, 2019

---

Residential Tenancy Branch