



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **RR, DRI, PSF, MNDC**

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order regarding a disputed additional rent increase pursuant to section 43;
- and an order that the landlord provide services or facilities pursuant to section 65; and
- a monetary award for damages and loss pursuant to section 67.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

As both parties were present service of documents was confirmed. The parties each confirmed receipt of the respective materials. Based on the testimonies I find that each party was served with the materials in accordance with sections 88 and 89 of the *Act*.

### Issue(s) to be Decided

Should the landlord be ordered to provide services or facilities?

Is the tenant entitled to reduce their rent?

Should an order be issued regarding the disputed rent increase?

Is the tenant entitled to a monetary award?

### Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the claim and my findings around each are set out below.

This periodic tenancy in a multi-unit rental building began on February 1, 2018. Monthly rent was originally \$775.00 payable on the first of each month and has been increased annually by a Notice of Rent Increase.

The most recent Notice of Rent Increase was issued October 1, 2019 with an effective date of February 1, 2020 increasing the rent from \$794.00 to \$814.00.

The tenant submits that the level and amount of noise from the common laundry room in the rental building has been intolerable and has caused significant loss of their quiet enjoyment of the tenancy. The laundry room is located The tenant testified that the operating hours for the laundry room has been extended on weekends by an hour to 10pm and that this has interfered with their ability to sleep. The tenant submitted numerous online articles pertaining to the effects of sleep deprivation.

The tenant also submits that there have been various antagonistic actions by the landlord including thefts from the rental unit and threats against his person by agents of the landlord. The tenant also complains that the toilet in the rental unit may not have been repaired to professional standards. While the tenant testified that the toilet is functioning normally and they have not had any issues they believe it should be re-examined by a licensed professional. The tenant testified that they have contacted the RCMP regarding their various complaints.

The tenant seeks a monetary award in the amount of \$5,000.00 for the loss of quiet enjoyment and value of the tenancy. The tenant also seeks an order authorizing reduction of the rent by \$100.00 for the landlord's failure to provide proper facilities and services.

The landlord disputes the tenant's complaints. The landlord gave evidence that the sounds of the laundry room are at a level consistent with normally functioning washing machines and dryers and are barely audible outside of the laundry room. The landlord testified that the hours for operation were set to allow all of the residents of the rental building an opportunity to access and utilize the facilities as required.

The landlord gave evidence that the toilet in the rental unit has been fixed in accordance with professional standards. The landlord disputes that they have threatened the tenant or stolen any of the tenant's personal items.

### Analysis

Section 43 of the Residential Tenancy Act provides that:

- (1) A landlord may impose a rent increase only up to the amount
  - (a) calculated in accordance with the regulations,
  - (b) ordered by the director on an application under subsection (3), or
  - (c) agreed to by the tenant in writing.
- (2) A tenant may not make an application for dispute resolution to dispute a rent increase that complies with this Part.

The allowable rent increase for 2020 is 2.6%.

The notice of rent increase dated October 1, 2019 provides that the rent will increase as of February 1, 2020 from \$794.00 to \$814.00, an increase of \$20.00 or 2.5%. I find that the rent increase issued by the landlord complies with the *Act* and regulations as it is for an amount that is within that allowed under the regulations. I accept the undisputed evidence that no earlier rent increase was issued in the previous 12 months

Accordingly, I find that in accordance with section 43(2) the tenant is not authorized to dispute a rent increase that complies with the legislation and dismiss this portion of the tenant's application.

The onus to establish a claim on a balance of probabilities lies with the applicant. In the present case the tenant has provided numerous complaints and misgivings but I find that these subjective views do not establish that there has been any denial of services or facilities or breach by the landlord that would give rise to a monetary award.

The tenant's complaints regarding noise levels is patently unreasonable and not supported in the documentary evidence. There is little evidence that the noise levels in the rental building are above that which would be reasonably expected in a multi-unit dwelling. It is unreasonable for a tenant to demand that other residents be denied access to the common laundry facilities or that the hours of use be restricted to accommodate their schedule. I find that the tenant's complaints regarding the noise to be exaggerated, unreasonable and wholly without merit.

Similarly, I find that the tenant's complaints about the toilet in the rental unit to not be supported in evidence. The parties agree that repairs were made and that the toilet is currently functioning normally. It is unreasonable to expect a landlord to arrange a further inspection of a facility which is functioning normally.

I find that the tenant's complaints about the conduct of the landlord to not be supported in the documentary evidence and to have little basis. The tenant's testimony appears to be based on rumours, imagination and significant mental leaps to reach their conclusions. The tenant's belief that thefts or threats are made by the landlord to have no merit. The tenant's reports to the RCMP has little evidentiary weight as anyone is capable of making a police report, regardless of the veracity of the complaint. I find that the tenant's complaints regarding the landlord's conduct to not be supported in the evidence and have no air of reality.

I find that the tenant has failed to meet their burden of proof and consequently dismiss the balance of the application.

### Conclusion

The tenant's application is dismissed in its entirety without leave to reapply.

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: February 27, 2020

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Residential Tenancy Branch