



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OLC

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order that the landlords comply with the *Act*, regulation or tenancy agreement.

The tenant and an agent for the landlords attended the hearing and each gave affirmed testimony. The parties were also given the opportunity to question each other.

The landlord's agent had arranged for a witness to attend the hearing, however, with the landlord's consent I declined to hear from the witness due to the hostile nature of the claim.

### Issues to be Decided

Should the landlord be ordered to comply with the *Residential Tenancy Act*, regulation or tenancy agreement with respect to the tenant's right to quiet enjoyment?

### Background and Evidence

**The tenant** testified that this tenancy began in 2010 and the tenant still resides in the rental unit. Rent in the amount of \$786.00 is currently payable on the 1<sup>st</sup> day of each month and there are no rental arrears. The rental unit is an apartment in a complex containing 60 units.

The tenant further testified that she is allowed visitors from 7:00 to 11:00, but is afraid now to have visitors. The tenant lives alone and has family visit 1 or 2 times per month and every time, the fellow in the lower unit causes trouble. He bangs on the ceiling all the time, and even when the tenant turns on the blender. The tenant has resorted to using her blender in the bathroom to avoid the banging from the fellow in the lower unit. He also follows the tenant, and she's afraid.

The tenant called police 3 times and talked to the landlord. The police explained that the tenant should call the Residential Tenancy Branch. The police also talked to the fellow in the lower unit who told police that he doesn't like noise, but he left a note in the tenant's door that said, "Take your shoes off in the house, you bitch."

The previous owner told the tenant that she has the right to live happily in the building without other tenants bothering her. The landlord said he'd talk to the fellow in the lower unit, but never got back to the tenant about it. The tenant also spoke to another agent of the landlord, but the tenant didn't hear back. It happened in June, July and again on August 1, 2020 when the tenant's family visited. A 2-year old child ran to see the tenant, and the fellow in the lower unit started banging on the door very loudly.

**The landlords' agent** testified that he cannot move the tenant in the lower level out of his rental unit. The landlords' agent was aware of the problem in December, 2019 but not again until May, 2020, and assumed all was well.

The landlords' agent did speak to the tenant in the lower level who confirmed that he had been banging on the door, and the landlord told him to stop banging but he complained that the tenant makes noise when she has company and even when she doesn't have company.

The landlords' agent received another complaint in May, 2020 from the tenant advising the landlord about the note. The landlord again spoke to the fellow in the lower unit.

The landlords' agent also told the tenant to put her concerns in writing so that the landlords can act on them, but she hasn't done so and the landlords' agent didn't know things were that severe. Nothing was given to him in writing.

The landlords' agent believes that things have settled down since August, 2020.

### Analysis

The *Residential Tenancy Act* requires a landlord to provide quiet enjoyment of a rental unit to a tenant, free from unreasonable disturbances. A tenant has a responsibility to notify the landlord in writing of issues regarding the tenancy including a loss of quiet enjoyment. In this case, there is no evidence that the tenant ever put anything in writing to the landlords, and the landlords' agent was not aware that things became so severe.

The landlords are in an unenviable position of tenants in 2 different units who have issues, but is now well aware of the tenant's concerns. The landlords have an obligation to give a notice in writing to a tenant who contravenes the *Act* or the tenancy agreement.

In the circumstances, I find it necessary to order the landlords to comply with the *Residential Tenancy Act* by ensuring the tenant's right to quiet enjoyment of the rental unit is protected, and I so order.

Since the tenant has been successful with the application, the tenant is also entitled to recovery of the \$100.00 filing fee, and I grant a monetary order in favour of the tenant in that amount. I further order that the tenant may reduce rent for a future month by that amount or may otherwise recover it by filing the order in the Provincial Court of British Columbia, Small Claims Division for enforcement.

### Conclusion

For the reasons set out above, I hereby order the landlords to comply with the *Residential Tenancy Act* by ensuring quiet enjoyment of the rental unit for the tenant, free from unreasonable disturbances.

I further grant a monetary order in favour of the tenant as against the landlords pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$100.00, and I order that the tenant be permitted to reduce rent for a future month by that amount, or may otherwise recover it.

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: October 08, 2020

---

Residential Tenancy Branch