



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDCT, OLC, FFT

### Introduction

The tenants applied to the Residential Tenancy Branch [the 'RTB'] for Dispute Resolution. The tenants ask me for the following orders against the landlords.

1. Compensation for having to relocate, in the amount of \$2,500.00 [the 'Compensation'].
2. Compliance with the *Residential Tenancy Act* [the 'Act'] or the tenancy agreement [the 'Compliance Claim'].
3. Reimbursement for the \$100.00 filing fee for this application.

The corporate landlords appeared at the hearing on 2 June 2023 by way of agents. The tenants also appeared.

### Issues to be Decided

Are the tenants entitled to Compensation?

With what part of the Act or tenancy agreement must the landlords comply?

Should the landlords reimburse the tenants for the cost of filing this application?

### Background and Evidence

The tenants are new to apartment living: until this tenancy, they had always lived in houses.

The tenants moved into this rental property, and paid \$1,300.00 rent each month.

But during this tenancy, the tenants had issues with other occupants in the rental building. The tenants complained that their neighbours above them were making noise. This noise affected the tenants' sleep, and resulted in them having to take days off work. This trouble went on for six months.

The tenants complained about 15 times to the landlords about this noise. But they say that the landlords did nothing about it, and merely suggested that the tenants move out.

Finally, out of frustration with the landlords' inaction, the tenants left the rental unit on 28 April. They moved to a new rental property, where they are paying \$2,000.00 rent. They told me that it cost them \$4,000.00 to move, but they did not direct me to any invoices, receipts, or other documents in support of this amount.

The landlords have a different impression on what occurred during this tenancy. From their perspective, there were three rental units on the property where occupants were complaining about noise being made by each other. The tenants both complained, and were the subjects of complaint.

The landlords told me that they did try to address the tenants' complaints. But on several occasions, they determined that the complaints of noise were unfounded.

Often the tenants and their upstairs neighbour would both call the landlords within minutes of each other to complain about the noise each other was making. On another occasion, the tenants called the landlords to complain about noise from their upstairs neighbour at the same time that neighbour was also calling the landlords to complain about noise being made by the tenants.

The landlords felt that the complaints made by the tenants significantly increased after the landlords perceived the work hours of the tenants were reduced, and they were in their unit much more.

Other occupants complained about noise the tenants made. The landlords submitted letters that they said were written by these occupants, complaining about the tenants. One occupant even moved out as a result of the noise made by the tenants, and another occupant threatened to move.

In particular, the landlords emphasise one letter written by an occupant attributing the noise to the tenants: the landlords say that this letter is significant, as that occupant had no stake in the outcome. That is, no one had complained about that particular occupant, and so that occupant had no motive to embellish or tailor a statement.

The landlords told me that on three occasions when the tenants complained about the upstairs neighbour, the landlords discovered that the neighbour wasn't home. These discoveries convinced the landlords that they could no longer consider the tenants' complaints were credible.

### Analysis

I have considered all the statements made by the parties and the documents to which they referred me during this hearing. And I have considered all the arguments made by the parties.

In sum, the tenants argue that because the landlords refused to address their noise complaints about their upstairs neighbour, the tenants were left with no choice but to abandon the rental unit and find another place to live. And because of this refusal to address their complaints, the tenants argue that the landlords should be liable for:

1. the cost of the tenants' relocation; and
2. the difference in rent between their former unit and their new residence for the next year (which amounts to \$700.00 *per* month).

Though the tenants allege that their moving expenses were \$4,000.00, and the monthly difference in rent is \$700.00, they only claim \$2,500.00 against the landlords. The tenants did not explain how they calculated the sum of \$2,500.00.

For their part, the landlords argue that they had done all that they reasonably could to address the complaints of the tenants.

In analysing this dispute, I have found RTB policy guideline 16 ('Compensation for Damage or Loss') [the 'Guideline'] to be helpful. While I don't rely upon this guideline, nor am I bound by it, I do find it useful to guide my analysis.

The tenants did not direct me to a section of the *Residential Tenancy Act* [the 'Act'] that supported their claim for Compensation or their Compliance Claim. Without this, it is not

easy for me to guess what section of the Act the tenants say the landlords did not comply with so as to form a basis for their claims.

In particular, when I asked the tenants what order they wanted me to make if I were to grant to their Compliance Claim, they told me that they wanted me to acknowledge that the landlords, 'didn't do their jobs'. Beyond this, the tenants could not articulate what their Compliance Claim was about.

Furthermore, the Guideline suggests, 'A party seeking compensation should present compelling evidence of the value of the damage or loss in question. For example, if a landlord is claiming for carpet cleaning, a receipt from the carpet cleaning company should be provided in evidence.' But the tenants did not present any compelling evidence of the losses for which they claim Compensation.

In essence, the tenants engaged in a dispute with their upstairs neighbour about noise. They tried to get the landlords to intervene. And when the landlords did not intervene to their satisfaction, the tenants abandoned the tenancy. Without further legal basis or compelling evidence as to why the landlords must then pay the tenants \$2,500.00, I am not convinced that the landlords breached any part of the Act or that, if they did, they owe the tenants \$2,500.00.

### Conclusion

I dismiss the tenants' application without leave to re-apply.

I make this decision on authority delegated to me by the Director of the RTB *per* section 9.1(1) of the Act.

Dated: 23 June 2023

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Residential Tenancy Branch