

DECISION

Introduction

This hearing continued to deal with repeated applications from the Tenant, including:

The October 31, 2025, Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act

The December 14, 2025, Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

The Tenant attended the February 5, 2026, hearing. The Landlord was represented by Building Manager L.H. and their Supervisor E.M.

This file was previously convened on January 14, 2026, as summarized in an Interim Decision of that same date. Parties were reminded of their oath of affirmation that was administered on that date.

Service of Notice

Parties agreed that the Landlord was served Notice of the Tenant's two claims.

Service of Evidence

The Landlord agreed that they were served evidence from the Tenant as described.

The Tenant agreed that they were served copies of the Landlord's documentary evidence in response to their first application, but denied receipt of documentary evidence in response to their second application.

The Property Manager stated that their evidence is the same on both applications.

I therefore find that I can use the parties' documentary evidence in my decision making because it was served on the other side as required by the Act and RTB Rules of Procedure.

Preliminary Matters

I changed the name of the Landlord's corporation to reflect the name from the written tenancy agreement.

The Tenant stated that they no longer required their previous request for:

- an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act

I therefore amended the application to remove this line item. I also note that the Tenant advised during the hearing that I was not required to consider their 130-page evidence package because it related to the item above that was removed from the file.

Regarding the quantum of the Tenant's application for compensation, they confirmed that they were seeking financial compensation in the form of $\frac{1}{2}$ of rent paid for the 7 months between May – October 2024 when they made the application. The Tenant testified that the noise disturbance is still on going and they would like compensation for all months that quiet enjoyment has been lost.

The Landlord L.H. stated that they understood the Tenant's financial claim for compensation as a one-off claim and so I confirmed for the parties that I would be considering the Tenant's claim for compensation for loss of quiet enjoyment, in the declared amount of \$3,280.00 because this was the amount specified on their application.

Issues

- Is the Tenant entitled to a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act?
- Is the Tenant entitled to an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

Background and Evidence

I have reviewed the evidence and testimony and refer only to what I find relevant for my decision.

The residential property is a 13-storey building with 102 units.

The parties agreed that the Tenant has been occupying their rental unit since 2013 and that prior to the upstairs tenants taking possession of their unit in May 2025, there was a single upstairs tenant for the entire duration.

The upstairs unit is now occupied by the parents of a baby.

The Tenant stated that the problems started because the Landlords renovated the upstairs unit, removed the carpet and installed laminate which makes for unrelenting noise. The Tenant submitted dozens of short videos of documented noise within the rental unit and argued that they have done everything possible to minimize the impact of noise by:

- Using headphones,
- Listening to music,
- sleeping on the couch,
- sleeping in the bathroom,
- sleeping in the hallway,
- sleeping in their truck.

But the Tenant said that none of this was successful because the noise from upstairs only stops between midnight and 8am when the baby sleeps.

The Tenant stated that they have called the police on the upstairs tenants on 3 occasions because they often hear screaming and items being thrown.

The Tenant submitted dozens of videos, most of which show the Tenant reclining on their couch and when a noise is heard, they gesture towards the ceiling. The Tenant was not prepared or able to refer me to specific videos during the hearing. Instead, they instructed me to observe random videos to get a sense of the noise. They stated that a video showing their dog running away after noise is a good example of how loud the upstairs tenants are and its impact on their quiet enjoyment.

The Tenant asked, why if the noise was not severe, would they have taken hundreds of hours recording video and making this application?

The Building Manager referred to evidence of email correspondence with the Tenant requesting additional information regarding their noise complaints

The parties agreed that the Landlords attended to the Tenant's rental unit on December 11, 2025, to investigate the reported noise. Landlord E.M. stated that their colleagues went to the upstairs unit and were instructed to make as much noise as possible and that despite this, E.M. stated that all that could be heard within the Tenant's unit was totally reasonable everyday noise that is expected when living in a multi-unit apartment.

Landlord E.M also testified that they personally observed the interior of the upstairs unit, that they noted the tenant use felt on the bottom of all furniture and that the baby only had plush toys.

A picture of the baby's playpen was provided to demonstrate that it is placed on many levels of foam flooring. Videos were also provided from inside the upstairs rental unit to demonstrate what appears to be the Tenant in this dispute, banging on their ceiling. The upstairs tenants also submitted a letter outlining their concerns with the Tenant in this dispute, and how it is causing them stress as they attempt to raise their baby within an apartment building.

The parties agreed that the Landlord raised a possible solution of the Tenant moving to a different rental unit within the building but provided different explanations for how these discussions occurred, agreeing only that the move has not occurred.

The Tenant alleged that they were taunted for not being able to afford market rent and the Landlord stated that because they have no verifiable proof of an unreasonable noise situation in the Tenant's unit, they are unable to discount rent for a new rental unit since to do so, would set a bad precedent for other tenants within the residential property. Landlord E.M. stated that other tenants are always moving within rental units for any number of reasons.

Regarding the Tenant's claim for the Landlord to comply, the Tenant stated that they have videos and all sorts of evidence related to 12 years of harassment and denied renovations. They stated there was an event 2 years ago where the Landlord subjected them to black mould. However, the Tenant agreed that none of their documentary evidence was before me since it was not attached to the RTB file.

The Tenant stated that she wants the Building Manager to stop harassing her, but agreed that there have been no issues recently since the Building Manager is off on medical leave. The Tenant requested that the Property Manager stop sending people to her door and knocking without reason. The Tenant stated that they are not well, that they are taking medication, and that they have been in the hospital.

The Tenant referred to an ALL CAPS word document where they outlined their claim.

The Building Manager has been working in this building for 16 years. They denied any conflict with the Tenant as alleged. The Building Manager stated that she does not cause personal conflict and emphasized that she only interacts with tenants in response to their tenancy related requests.

The Building Manager referred to an event on November 13, 2025, how they passed through the underground parking after hard rain, so they placed their phone on the wall to record the leak. It was during this time that the Building Manager realized that the Tenant was also present and was recording the Building Manager. They stated that they

believe these accusations are unfair and that it becomes a situation whereby the Tenant is harassing the Building Manager.

E.M. stated that Building Manager manages 5 properties for approximately 305 units. They stated that the Building Manager is very professional and they have never received any complaint from other Tenants. E.M. stated that the Building Manager is very professional and very fair and that they always reach out to E.M. when they need support. E.M. stated that they are concerned about the impact of this ongoing situation on the Building Manager who may claim harassment which would then become a harassment issue that would need to be dealt with HR by the Landlord.

E.M. stated that she wants the Building Manager to return to work in a safe environment after they complete their medical leave.

The Tenant stated that the Landlord turning the tables is proving the Tenant right.

Analysis

The applicant is required by RTB Rule of Procedure 6.6 to establish on the balance of probabilities that they are entitled to their claim.

Is the Tenant entitled to a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act?

To be awarded compensation for a breach of the Act, the tenant must prove:

- the landlord has failed to comply with the Act, regulation or tenancy agreement
- loss or damage has resulted from this failure to comply
- the amount of or value of the damage or loss
- the tenant acted reasonably to minimize that damage or loss

More information about this 4-part test for loss is provided in RTB Policy Guideline 16.

Because the Tenant is claiming compensation based on loss of quiet enjoyment under section 28 of the Act, I also refer to RTB Policy Guideline 6 for its guidance on identifying breaches of quiet enjoyment:

Temporary discomfort or inconvenience does not constitute a basis for a breach of the entitlement to quiet enjoyment. Frequent and ongoing interference or unreasonable disturbances may form a basis for a claim of a breach of the entitlement to quiet enjoyment.

In determining whether a breach of quiet enjoyment has occurred, it is necessary to balance the tenant's right to quiet enjoyment with the landlord's right and responsibility to maintain the premises.

Based on the evidence before me, the testimony of the parties, and on a balance of probabilities, I find that the Tenants failed to establish on the balance of probabilities that the Landlord interfered with their quiet enjoyment because:

- I watched the Tenant's dozens of videos which they identified as proof of interference with their quiet enjoyment and found none of the documented noises said to be coming from the upstairs unit, are notable.
 - I identified the November 5, 2025, video where the Tenant's black dog runs out of frame in response to the sound of something being dropped upstairs but I find that this noise represents regular everyday living for someone who does not live in a top floor rental unit.
 - I acknowledge "Video5" which appears to sound like someone yelling, but again, the reasonable person assumes everyone yells at some point. It is only when the yelling is repeated or continuous that it becomes problematic. Additionally, I find it impossible to tell from the Tenant's video where the yelling comes from, it could be from any of the rental units around them.
- When a tenant lives on a lower floor unit, they will always be subject to noises from upper floor units. These noises will only be found problematic by the RTB when they are documented to be persistently unreasonable or above and beyond standard noises expected of daily living.
- It is obvious that the Tenant finds the noises significant and unbearable, however, my obligation is to assess alleged interference and loss of quiet enjoyment according to a reasonableness standard.
- While I am sympathetic to the struggles of the Tenant, I find that I am unable legally attribute these struggles to a verifiable failure of the Landlords in this dispute.

I am satisfied by my review of the Landlord's evidence of emails with the Tenant regarding noise, that the Landlord took the Tenant's concerns seriously and investigated the source which they deemed to be noises of daily living. I am also satisfied that the Building Manager and Landlord E.M. attended to the Tenant's rental unit in December 2025 to assess the noise and cause of noise and that as professional Landlords, they found nothing notable or significant.

I therefore find that the Tenant failed to satisfy any part of the 4-part test for loss under RTB Policy Guideline 16 and so I dismiss their claim for financial compensation and do not provide leave to reapply.

Is the Tenant entitled to an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

The Tenant wrote on their application:

This landlord [Building Manager] has been harassing me for years, as of late she has been at my door at my vehicles and has done a very thorough suite

inspection just on my apartment, including things that have not been any issues for over 13 years. She is harassing eviction on me verbally and I have the audio for this as well as threatening me with my pet that has not been an issue and I have had for over 10 years. Her harassment has been causing anxiety and depression for me.

The Tenant stated in the hearing before me that no verifiable evidence was provided in support of these claims. Instead, all that was provided was an ALL CAPS summary that elaborated on the application text but did not provide anything that could be verified. I also identified a 7-page word document submission from the Tenant which appears to have chronicled various interaction points with Landlord L.H. during this tenancy that has been ongoing for 13 years.

The Landlord E.M. who is the supervisor of the Building Manager, stated that they have been working together for 17 years and this complaint from the Tenant, is the first complaint ever received about the Building Manager. The Landlord E.M. also testified that the Building Manager manages 5 buildings for a total of over 300 tenants.

I find it reasonable that a Building Manager would inspect a rental unit when the Tenant makes complaints and or has maintenance requests. I therefore find that the Tenant's 7-page document chronicles their experience of inspections and phone calls that resulted from requests received from the Tenant.

This is not harassment. This is a Landlord satisfying their obligations under section 31 of the Act and ensuring that they maintain the residential property and rental unit.

Based on my observations of the Building Manager during the hearing, she was polite, professional and respectful. This was a tone that was obvious in her written communications, which I observed as part of the Landlord's evidence of email communications that was submitted.

In contrast, I had to repeatedly warn the Tenant to not interrupt proceedings because they would frequently interject while the Landlords were speaking. It was only after I advised the Tenant that they would be muted, as considered by RTB Rule of Procedure 6.10 if their interruptions continued, that they stopped interrupting.

I also noted the testimony from the Landlord, specifically Building Manager who believes they are being harassed by the Tenant. Likewise, the Landlord provided evidence from the upstairs tenant who also believe they are being harassed, as was summarized in a Nov 14, email from the upstairs tenant, that was discussed during the hearing.

All in all, I find these submissions from the Landlord are persuasive because as Landlord E.M. testified, they have a 17-year relationship working with the Building Manager, and during this time, there is no history of complaints from other tenants.

For all the reasons above, I dismiss the Tenant's request for an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act and do not provide leave to reapply.

Conclusion

The Tenant's two applications are dismissed 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 Act.

Dated: February 10, 2026

Residential Tenancy Branch