



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFT MNDCT OLC RP

Introduction

This hearing was convened in response to applications by the tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

- a monetary award for loss under the tenancy agreement pursuant to section 67 of the *Act*;
- an Order directing the landlord to comply with section 62 of the *Act*;
- an Order directing the landlord to make repairs to the unit, site or property; and
- a return of the filing fee pursuant to section 72 of the *Act*.

Both parties attended the hearing. The tenant was supported at the hearing by her advocate, E.N. who did not present any submissions. Both parties were given a full opportunity to be heard, to present testimony, to make submissions and to call witnesses.

The landlord confirmed receipt of the tenant’s application for dispute resolution, while both parties confirmed receipt of each other’s evidentiary packages.

Issue(s) to be Decided

Should the landlord be directed to comply with the *Act*?

Is the tenant entitled to a monetary award?

Should the landlord be directed to make repairs to the rental unit?

Can the tenant recover the filing fee?

Background and Evidence

Testimony was provided by the tenant that this tenancy began in October 2015. Rent is \$900.00 per month, and a security deposit of \$450.00 collected at the outset of the tenancy, continues to be held by the landlord.

The tenant said that she is seeking a monetary award of \$900.00, along with an order directing the landlord to provide 'peep-holes' to the various apartments. The tenant said that she is concerned for her safety in the building, and she felt that the installation of the 'peep-holes' would allow all residents of the building to have a better idea of the goings-on inside of the premises.

The tenant explained that she is seeking a monetary award of \$900.00 representing \$100.00 for nine months' worth of stress and anxiety she has experienced as a tenant due to the ongoing presence of a dog in the rental unit. She said that the dog causes much noise and that she is frequently disturbed in the middle of the evening by its movements. She said that she has contacted the landlord several times about this dog, but that the landlord has failed to take any action to mitigate the disturbances she has experienced.

As part of her evidentiary package, the tenant supplied various text message exchanges that she has had with the landlord. In addition to these text messages, the tenant supplied a copy of the tenancy agreement which states, "the landlord and tenant agree that the tenants are not allowed any pets including but not limited to snakes, other caged animals, fish or aquariums, unless approved by the landlord. The landlord reserves the right to refuse any pets, and also reserves the right to limit their numbers." The tenant alleged that the dog was permitted in the residence in contravention of the landlord's policy to not allow dog in the building. The tenant said that she wished to enforce her right to quiet enjoyment of the rental unit and rejected the landlord's previous attempts to negotiate a compromise between herself and the other tenant (who the dog is visiting), as she felt that the landlord had ignored her complaint, leaving her feeling unheard and dismissed.

The landlord acknowledged that 'peep-holes' had been purchased for the various doors in the rental unit and stated that he would be installing them as soon as time permitted. The landlord said that he took the safety of all residents very seriously, and would be attending to the matter when he had completed the renovations on a separate project that was currently consuming his time and efforts.

The landlord confirmed that he had received several complaints from the tenant regarding the presence of a dog in the apartment building but explained that dogs were permitted in the building, provided they did not reside in the building or remain on the property “long term.” The landlord said that he was aware a dog was visiting the apartment above the tenant, and noted that he had provided this person with permission to allow a dog to visit the premises. The landlord continued by stating that he felt that the upstairs tenant had made reasonable efforts to ensure that the dog was quiet and clean when it visited the property, and said that he had no concerns about its presence. The landlord said that no part of the tenancy agreement bans pets from visiting the apartment building and said that the tenancy agreement provides for animals to be on the premises as long as the person seeking their presence, has received the landlord's permission.

Analysis

I will begin by analyzing the tenant's application for an Order directing the landlord to comply with the *Act* and for orders that repairs be made to the rental unit. During the hearing, the landlord confirmed that ‘peep-holes’ had been purchased and that he was prepared to install these items on each door in the apartment building, as soon as he had completed the renovations on a separate project. After hearing the landlord's testimony regarding this matter, I find that the landlord has taken adequate steps to address the tenant's concern, and I find an Order directing the landlord to comply with the *Act* or compelling him to make repairs to be unnecessary.

I now turn my attention to the tenant's application for a monetary award of \$900.00 related to loss under the tenancy.

Section 67 of the *Act* establishes that if damage or loss results from a tenancy agreement or the *Act*, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the tenant to prove her entitlement to a claim for a monetary award.

The tenant argued that the landlord has failed to adequately address her complaints about disturbances which have allegedly been created by a dog which visits the

apartment building. The tenant testified that the dog makes noise in the evening, and is a general nuisance when it is in the premises. As part of her evidentiary package, the tenant supplied several text message exchanges with the landlord which highlighted the numerous times she had raised these concerns to the landlord. The tenant said that she felt dismissed by the landlord, that he had not taken adequate steps to take her complaints and concerns seriously, and that the landlord was not enforcing the no pet policy of the building. The tenant sought compensation under the *Act* for the anxiety, and stress which she had experienced because of the ongoing presence of the dog, and because of the landlord's purported rude attitude.

After considering the testimony of both parties, and examining the evidence submitted to the hearing, I find that the tenant has failed to demonstrate that she has suffered a loss under the *Act* which would entitle her to monetary compensation. While I understand and acknowledge the tenant's frustrations related to living below an apartment unit which has a dog visiting, I find that the landlord has made sufficient efforts to address her concerns. The landlord has proposed to mediate with the tenants, has quickly responded to all text and phone calls regarding the matter and has ensured that the apartment rules around the presence of animals on the property have been followed. For these reasons, I dismiss the tenant's application for a monetary award.

As the tenant was unsuccessful in her application, she must bear the cost of her own filing fee.

Conclusion

The tenant's application is dismissed in its entirety.

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: April 23, 2018

Residential Tenancy Branch