



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bayside Property Services
Ltd. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **RP, OLC, FFT**

Introduction

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

- an order to the landlord to make repairs to the rental unit pursuant to section 33;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

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

The parties were made aware of Residential Tenancy Rule of Procedure 6.11 prohibiting recording dispute resolution hearings and the parties each testified that they were not making any recordings.

As both parties were present service was confirmed. The parties each testified that they received the respective materials and based on their testimonies I find each party duly served in accordance with sections 88 and 89 of the *Act*.

Issue(s) to be Decided

Is the tenant entitled to any of the relief sought?

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.

The parties agree on the following facts. This tenancy began on January 1, 2021. The monthly rent at the start of the tenancy was \$1,825.00 payable on the first of each month. The rental unit is a suite in a multi-unit strata managed high-rise building constructed in 2019.

The tenant submits that sounds from a neighboring rental unit is audible inside the rental unit and seeks an order that the landlord perform repairs to soundproof their suite and provide quiet enjoyment of their living space. The tenant submitted several audio files recorded in their rental unit and copies of correspondence to the landlord complaining about the issue.

The landlord submits that they have taken reasonable steps in response to the tenant's complaints including informing the strata corporation of the issue, hiring third-party specialists to investigate to confirm that the building is in compliance with current standards and codes, purchasing soundproofing materials to install in the rental unit, offering to allow the tenant to end the fixed-term tenancy prior to its term without penalties and providing the tenant with a rent reduction in the amount of \$185.00 until further notice.

Analysis

Section 32 of the Act provides the landlord's obligation to maintain residential property and sets out:

- 32** (1) A landlord must provide and maintain residential property in a state of decoration and repair that
- (a) complies with the health, safety and housing standards required by law, and
 - (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Section 28 of the Residential Tenancy Act speaks to a tenant's right to quiet enjoyment, and provides as follows:

28 A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:

- (a) reasonable privacy;
- (b) freedom from unreasonable disturbance;
- (c) exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 29 [*landlord's right to enter rental unit restricted*];
- (d) use of common areas for reasonable and lawful purposes, free from significant interference.

I find insufficient evidence that the rental unit does not comply with the health, safety and housing standards required by law. I am satisfied with the documentary evidence including the correspondence from third-party construction specialists verifying that the rental unit is in compliance with industry standards.

I find the audio recordings submitted by the tenant to be of little assistance as there is little information regarding the location of the recording device or the source of the sounds recorded. I find the sounds captured to be normal sounds that would be audible in a multi-unit complex and I have little context as to the volume or frequency of these sounds.

Based on the evidence I am unable to find that the level, frequency or nature of the noise is unreasonable or would reasonably be considered a loss of quiet enjoyment or the value of the tenancy. Residing in a multi-unit building may involve some audible sounds of daily life transferring through shared walls, ceilings, floors or the common area halls. I find little evidence that the audible sounds is a result of any deficiency in the construction or maintenance of the building and find little basis for an order for repair or compliance.

Based on the totality of the evidence I find that the landlord has taken reasonable steps in response to the tenant's complaints in an attempt to resolve issues raised. I find that the landlord has responded to the tenant's complaints in a reasonable and timely manner by investigating the complaints, alerting the strata corporation, hiring technicians to attend on the site, and ordering additional supplies. I find insufficient

evidence that the landlord's actions are inappropriate or inadequate given the complaints of the tenant and find no breach of the *Act*, regulations or tenancy agreement such that an order of compliance is appropriate. Accordingly, I dismiss this portion of the tenant's application.

I find insufficient evidence that there is a need for repairs as the tenant suggests. I find the complaints of the tenant to be subjective and not adequately supported in their evidentiary materials. I find that the tenant has not met their evidentiary burden and consequently dismiss this portion of the application.

As the tenant was not successful in their application they are not entitled to recover their filing fee from the landlord.

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: July 19, 2022

Residential Tenancy Branch