



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ATIRA PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNDC, ERP, OLC

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant on October 24, 2016. The Tenant applied for: money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement; for the Landlord to make emergency repairs; and for the Landlord to comply with the Act, regulation or tenancy agreement.

The Tenant appeared for the hearing with a legal advocate. An agent for the Landlord appeared for the hearing with a support worker. All testimony was taken under affirmation. The Landlord’s agent confirmed receipt of the Tenant’s Application and the Tenant’s written submissions which were served prior to the hearing.

The Tenant stated that he had received late evidence from the Landlord and that this should not be allowed in the hearing. The Landlord also submitted their evidence to the Residential Tenancy Branch late. I informed the Landlord’s agent that I would not be considering their documentary evidence in this hearing unless there was a document the Landlord wanted to rely on that was imperative in determining or rebutting the Tenant’s Application, at which point I would consider a potential adjournment of the hearing. No objections were raised to this course of action.

The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their allowed evidence, make submissions to me, and cross examine the other party on the evidence provided.

The Tenant provided oral evidence and written submission, some of which were not legible, regarding noise and harassment issues he was experiencing from his neighbors. The Tenant testified to mold issues and lack of heat in his rental unit; however, the Tenant confirmed that he did have heat at the time of this hearing. The

Tenant had applied for monetary compensation with respect to these issues. The Tenant stated that the Landlord has offered to move the Tenant to other rental units but these have not been fit for occupancy.

The Landlord's agent rebutted the Tenant's Application stating that the Tenant had not provided any supporting or corroborating evidence to back up his claims and that these remained allegations. The Landlord's agent stated that he has investigated noise complaints made by the Tenant but there was not sufficient evidence that would justify any eviction of the alleged harassers. The Landlord stated that he was willing to work with the Tenant and offered a solution by moving the Tenant to another rental unit that would alleviate all of the Tenant's concerns and address his issues. The Landlord's agent explained that suite 401 in the rental building had been recently renovated and cleaned for occupancy and that the Tenant could move in at any time.

Section 63 of the Act allows an Arbitrator to assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

As a result, I asked the Tenant whether he wanted to take the Landlord's offer to move to another rental unit or whether he wanted to proceed with a decision on his Application. The Tenant was offered an opportunity to consult with his legal advocate on mutual resolution but decided that a move was the best course of action for him.

Accordingly, the parties will meet to discuss and end the tenancy for this rental unit. The Landlord will then provide to the Tenant rental unit 401 by November 25, 2016 for occupancy. The terms and conditions of the tenancy for this rental unit will remain unchanged for the tenancy for rental unit 401; which comprises of a month to month tenancy with monthly rent in the amount of \$375.00 payable on the first day of each month. The parties should document any transfer of the security deposit. Should the parties wish to change the terms and conditions of the tenancy agreement for rental unit 401, this may be done only with the written consent of each party.

The Tenant expressed concerns about ongoing harassment he may experience even after he moves to rental unit 401. In this respect, I cautioned the Tenant to retain and gather sufficient evidence of any harassment he may experience and then present this to the Landlord with formal written notice asking for remedy. The Tenant is at liberty to then make an Application if he feels the Landlord has breached the Act but is cautioned that he bears the burden to prove his case with sufficient evidence. The Tenant acknowledged his understanding of this during the hearing.

The Tenant's Application is dismissed and this mutual agreement is fully binding on the parties and is made in full satisfaction of the Tenant's Application. The parties confirmed their understanding and agreement to resolution in this manner both during and at the conclusion of the hearing. This file is now closed.

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: November 22, 2016

Residential Tenancy Branch