



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      DRI, ERP, LAT, O, OLD, RR

### Introduction

A hearing was convened based on the tenant's application filed May 17, 2017 and amended June 13, 2017 under the *Residential Tenancy Act* (the "Act"). The tenant sought an order requiring the landlord to comply with the Act, regulation, or tenancy agreement, an order that the landlord make repairs to the rental unit, and compensation for loss of quiet enjoyment.

The tenant attended the hearing, with counsel. The corporate landlord was represented by an agent and by the resident caretaker. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and had the opportunity to present their evidence orally and in written and documentary form, to make submissions, and to respond to the other party.

At the outset of the hearing I advised the parties of their option to have me assist in mediating an agreement with respect to this tenancy. I further advised that any agreement would be documented in my decision pursuant to section 63 of the Act. It was made clear to the parties that there was no obligation to resolve the dispute through settlement.

### Settlement

Over the course of the hearing, the parties reached an agreement to settle this matter on the terms set out below.

1. The tenant withdraws his application and his amendment to the application.
2. The tenancy will end at **11:59 pm on June 30, 2017.**

3. The landlord will pay **\$1,800.00** to the tenant by certified cheque or bank draft no later than July 1, 2017, comprised of the following amounts:
  - a. \$1,500.00 as compensation for the tenant's loss of quiet enjoyment and his agreement to end the tenancy on June 30, 2017; and
  - b. \$300.00 representing return of the security deposit.

### Conclusion

This matter has been settled.

The parties are bound by the terms of the agreement set out above, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to apply for monetary compensation or other orders under the Act.

Over the course of the hearing it became apparent that the landlord may not be fully aware of its legal obligations under sections 28 and 32 of the Act and under municipal bylaws. In particular, the landlord may not be aware of the applicable fire safety standards. The landlord is advised to review in particular its compliance with applicable fire safety rules and regulations.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act.

Dated: June 28, 2017

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Residential Tenancy Branch