



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNDC, OLC, FF

Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant has made application for a monetary Order for money owed or compensation for damage or loss, for an Order requiring the Landlord to comply with the Residential Tenancy Act (Act), regulation, or tenancy agreement, and to recover the filing fee from the Landlord for the cost of this Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present relevant oral evidence, to ask relevant questions, and to make submissions to me.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is complying with the *Act* in regards to the Tenant's right to quiet enjoyment of her rental unit and, if not, whether the Tenant is entitled to compensation for the infringement of that right.

Background and Evidence

The Agent for the Landlord and the Tenant agree that the Tenant has resided in this rental unit since June 01, 2008 and that she recently entered into another fixed term tenancy that is scheduled to end on May 30, 2010.

The Tenant stated that has repeatedly been disturbed by noise in the rental unit above her rental unit. The Agent for the Landlord acknowledged that an employee of the Landlord has witnessed loud noises from the rental unit above and that the Landlord did issue a warning letter to that occupant on April 22, 2009. The Agent for the Landlord stated that he has personally spoken with that occupant and he does not believe that she is purposely disturbing the Tenant or that she is making noises that exceed the



Dispute Resolution Services

Page: 2

Residential Tenancy Branch
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noises of daily living. He notes that this is a character building with limited insulation so some noise is to be expected.

After considerable discussion, the Agent for the Landlord and the Tenant mutually agreed to resolve this dispute by ending the tenancy once the Tenant has located another residence. To facilitate this resolution the Agent for the Landlord and the Tenant agreed that the Tenant had the right to end the fixed term tenancy on the last day of any month providing she gives the Landlord six weeks notice of her intent to end the tenancy. The Agent for the Landlord and the Tenant agreed that the Landlord would not be entitled to compensation for any damages or loss of revenue that are directly related to an early end of the fixed term tenancy, providing the six weeks notice is given.

Conclusion

As the parties reached a settlement to this dispute that did not involve financial compensation, I hereby dismiss the Tenant's application for a monetary Order.

Although it was not specifically discussed at the hearing, I hereby Order that the Tenant's notice to end tenancy must be served in writing and it must be signed and dated by the Tenant, as is required by section 52 of the *Act*. I make this Order for the benefit of both parties, in an attempt to avoid any confusion regarding the timing or the intent of the notice.

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 29, 2009.

Dispute Resolution Officer