

## **Decision**

**Dispute Codes:** MNDC, OLC, FF

### **Introduction**

This hearing was originally convened on November 17, 2010 in response to an application by the tenants. It was clarified that in their application the tenants seek a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement / an order instructing the landlord to comply with the Act, regulation or tenancy agreement / and recovery of the respective filing fees. Two additional aspects included in the original application were withdrawn.

At the request of the parties the hearing was adjourned “in view of the understanding that they will be in direct contact with each other in order to attempt to resolve the dispute directly between them.” Pending the scheduling of this reconvened hearing, the tenants were ordered to “provide the landlord and the [Residential Tenancy Branch] with a more articulated description of the alleged breach of the right to quiet enjoyment.”

Both parties were represented at this reconvened hearing. “AS,” assisting the tenants, confirmed that all 7 tenants not present, had delegated authority to him to represent their views and to accept on their behalf any settlement which may be negotiated between the representatives of both parties present.

### **Background / Evidence / Analysis**

In summary, the applicants allege a breach of the right to quiet enjoyment. Related to this, section 28 of the Act 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.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute. Both the tenants and the landlord acknowledge that the tenants have suffered stress and anxiety arising from the landlord's issuance of the "opinion poll" and the "May 19<sup>th</sup> follow up letter." All parties now wish to conclude this matter and move forward with the prospect of a better relationship in the future.

Section 63 of the Act speaks to the **Opportunity to settle dispute**, and during the hearing the parties undertook in earnest to achieve such a settlement. This section of the Act provides that the director may record the settlement in the form of a decision. Accordingly, a record of the particulars of the settlement reached is as follows:

- that the landlord will pay **\$500.00** to tenant "RFM" (unit # 602), which is comprised of the base amount of \$450.00, plus his \$50.00 filing fee;
- that the landlord will pay **\$475.00** to each of the additional 15 tenants which is comprised of the base amount of \$450.00 plus their respective \$25.00 filing fees;
- that the above payments will be made to each tenant by way of **cheque**;
- that the above cheques will be put into the mail by not later than **midnight, Tuesday, February 15, 2011;**
- that the aspect of the application concerning an order instructing the landlord to comply with the Act, regulation or tenancy agreement, is in effect **withdrawn**;
- that the above particulars comprise **full and final settlement** of the dispute for both parties.

### **Conclusion**

Pursuant to settlement of the dispute reached between the parties during the hearing, as above, the application is hereby dismissed.

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*.

**DATE: February 1, 2011**

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Residential Tenancy Branch

