



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Goodwood Property Investments Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, RP, RR, FF

Introduction

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

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order to the landlord to make repairs to the rental unit pursuant to section 33;
- a monetary order for the cost of emergency repairs to the rental unit pursuant to section 33;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The landlord's representatives confirmed that they received copies of both the tenant's original dispute resolution hearing package and his amended hearing package by registered mail sent on July 5 and July 11, 2013, respectively. I am satisfied that the tenant served the above hearing packages and that the parties served one another with their evidence packages in accordance with the *Act*.

Issues(s) to be Decided

Is the tenant entitled to a monetary award for losses and damages arising out of this tenancy? Should any orders be issued to the landlord arising out of this tenancy? Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

While I have turned my mind to all the documentary evidence, including photographs, plans of the rental complex, miscellaneous letters and notices, and the testimony of the

parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the tenant's claim and my findings are set out below.

This tenancy began as a one-year fixed tenancy on August 1, 2002. Monthly rent at that time was set at \$1,250.00, payable in advance on the first of each month. When the initial term expired, the tenancy continued as a periodic tenancy. Monthly rent is currently set at \$1,550.00. On September 1, 2013, the rent is scheduled to increase to \$1,590.00.

The tenant originally applied for a monetary award of \$3,060.00. Shortly after submitting his original application, the tenant realized that he had miscalculated the amount of his requested monetary award. He submitted an amended application for a monetary award of \$1,380.00, based on the following calculations:

Item	Amount
Loss of Quiet Enjoyment September 1, 2011 to August 31, 2012 - \$50.00 x 12 months = \$600.00)	\$600.00
Loss of Quiet Enjoyment September 1, 2012 to August 31, 2013 - \$65.00 x 12 months = \$780.00)	780.00
Total Monetary Order Requested	\$1,380.00

The tenant also requested the recovery of his \$50.00 filing fee. The tenant also requested the issuance of a number of orders with respect to other areas of concern including:

- the operation of a motorcycle by the landlord's male caretaker/manager;
- the maintenance of the grounds, including a common-area outside the tenant's rental unit; and
- the operation of the parking lot.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may 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. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to a settlement of all issues in dispute and arising out of the tenant's application under the following final and binding terms:

1. The landlord agreed that the caretaker/manager of this rental complex will disembark from and push any motorcycle into and out of the grounds adjacent to his rental unit without engaging the engine in any way. The landlord agreed that the caretaker/manager of this rental complex will only run a motorcycle in the parking lot of this complex. The landlord further agreed that no work will be conducted on any motorcycle requiring the engine to be operating on the caretaker's backyard or area adjacent to the caretaker's rental unit.
2. The landlord agreed that any improvements undertaken on the grounds of the overall common areas in this rental complex will also be undertaken on the common area in the front of the tenant's rental unit.
3. The landlord committed to include the area surrounding the tenant's rental unit in any weed maintenance program instituted by its contractors in other common areas in this rental complex.
4. The landlord agreed to allow the tenant to reduce his next scheduled rent payment by \$50.00 on a one-time basis. Thus, the landlord agreed to allow the tenant to pay \$1,540.00 in monthly rent for September 2013 and \$1,590.00 for the following 11 months.
5. The landlord agreed to consider foregoing the annual rent increase to be applied to this tenancy that would typically become effective September 1, 2014, depending on improvements to the relationship between the tenant and the landlord's representatives over the upcoming year.
6. Both parties agreed that the terms of this settlement agreement constituted a final and binding resolution of all issues in dispute arising out of this tenancy and the tenant's application at this time.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I order the tenant to pay monthly rent of \$1,540.00 for September 2013. I order that the monthly rent for this tenancy is set at \$1,590.00 as of October 1, 2013.

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: August 09, 2013

Residential Tenancy Branch

