



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

OLC, O, RP, and FF

### Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* or the tenancy agreement, for "other", and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that the Application for Dispute Resolution and the Notice of Hearing were personally served to the Landlord, although she cannot recall the date of service. The Agent for the Landlord stated that the Landlord received these documents sometime in the summer of 2016.

On July 22, 2016 the Tenant submitted an Amendment to an Application for Dispute Resolution, in which the Tenant applied for an Order requiring the Landlord to make repairs to the rental unit. The Tenant stated that this amendment was not served to the Landlord. As the Amendment to an Application for Dispute Resolution was not served to the Landlord, I find that this document did not serve to amend the original Application for Dispute Resolution.

On August 19, 2016 the Tenant submitted an Amendment to an Application for Dispute Resolution, in which the Tenant indicated she believes the Landlord has imposed a rent increase with "malicious intent". The Tenant stated that this amendment was not served to the Landlord. As this Amendment to an Application for Dispute Resolution was also not served to the Landlord, I find that this document did not serve to amend the original Application for Dispute Resolution.

On August 19, 2016 the Tenant submitted 15 pages of evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was personally served to the Landlord, although she cannot recall the date of service. The Agent for the Landlord stated that this evidence was not served to the Landlord.

The Tenant was advised that the evidence package submitted on August 19, 2016 would not be accepted as evidence as the Landlord did not acknowledge receiving it.

The Tenant requested an adjournment for the purposes of re-serving the evidence package. The Agent for the Landlord did not oppose the request and the parties were advised that the hearing would be adjourned for the purposes of providing the Tenant the opportunity to re-serve her evidence package.

On September 08, 2016 the Tenant submitted 3 pages of evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was not served to the Landlord. As the evidence was not served to the Landlord; it was not accepted as evidence for these proceedings.

#### Issue(s) to be Decided

Is there a need to issue an Order relating to issues with noise complaints in the residential complex?

#### Background and Evidence

Prior to adjourning the hearing the Tenant and the Agent for the Landlord mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- the Landlord will “follow up” on all noise complaints made by the Tenant; and
- the Landlord will respond “appropriately” to those noise complaints.

#### Analysis

The issues in dispute at these proceedings have been settled in accordance with the aforementioned terms.

#### Conclusion

The parties have agreed to settle all of the issues in dispute at these proceedings.

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 13, 2016

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Residential Tenancy Branch