



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RR, OLC, FF

### Introduction

A hearing was convened based on the tenant's application under the *Residential Tenancy Act* (the "Act") for a reduction in rent for loss of quiet enjoyment, for an order that the landlord comply with the Act, regulation, or tenancy agreement, and for recovery of the application filing fee.

Both the tenant and a representative of the landlord attended the hearing. 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 on several occasions throughout the process 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 her application dated March 24, 2017 and waives her monetary claim for loss of quiet enjoyment for the period of December 15, 2016 – April 27, 2017, inclusive.
2. The landlord will allow the tenant to end the fixed-term tenancy agreement at any time before the expiry of the one year term (October 15, 2017) without the notice required under the Act, and, if the tenant chooses to do so, the landlord:

- a. will prorate her monthly rent based on the number of days she remains in the rental unit during the last month of the tenancy;
- b. will purchase from her the window and door screens she has purchased for her rental unit; and
- c. will not claim against her for loss of rental income or liquidated damages for the remainder of the term, regardless of whether or not it mitigates its losses.

After the expiry of the one year term (October 15, 2017), if the tenancy continues on a month to month basis, the tenant must end the tenancy in accordance with the Act.

3. The landlord will reimburse the tenant \$100.00 for the application filing fee by issuing her a cheque for this amount.

### 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 end the tenancy or apply for monetary compensation or other orders under the Act.

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: April 27, 2017

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Residential Tenancy Branch