



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

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### Introduction

This hearing was convened by way of conference call in response to the Tenant's Application for Dispute Resolution (the "Application") for "Other" issues, namely a request for the Landlord to provide another rental unit and for a rent reduction in this tenancy.

Both parties appeared for the hearing and provided affirmed testimony. No issues were raised by the parties in relation to the service of the Application and the parties' exchange of evidence prior to this hearing.

The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided.

The Tenant was requesting the Landlord provide her with a one bedroom apartment because when she rented the rental unit, which is a bachelor suite, she was promised by the Landlord that eventually she would be given a one bedroom to rent. The Tenant stated that in the interim time period from June 2015, the Landlord has rented one bedroom units to a multiple new renters without offering her any and that this is contrary to the Landlord's promise.

The Landlord stated that he did agree to put the Tenant on a list of people that would be considered for a one bedroom unit, but since he has received a series of noise complaints about the Tenant, he has refused to provide the Tenant with an alternative unit.

In this respect, the Tenant was informed that the *Residential Tenancy Act* (the "Act") does not provide any legal remedy that forces the Landlord to provide to a Tenant another rental unit. The Act only provides for jurisdiction when parties enter into a tenancy for a rental unit. In this case, there is insufficient evidence before me that the parties entered into a tenancy agreement that would be enforceable under the Act for the Landlord to provide the Tenant a one bedroom unit. Therefore, this portion of the Tenant's Application was dismissed at the onset of the hearing.

The Tenant was then asked to present her claim for a reduction in rent and a retrospective rent reduction. The Landlord was given an opportunity to provide rebuttal evidence.

Section 63 of the Act allows an Arbitrator to 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.

As a result, after the parties had finished providing their evidence, I offered the parties an opportunity to settle the dispute by way of mutual agreement. The Landlord put forward a proposal for monetary compensation and remedy to a floor noise complaint made by the Tenant. The Tenant considered the Landlord's proposal and decided to accept the Landlord's offer in full satisfaction of her monetary claim as follows.

#### Settlement Agreement

The Landlord agreed that the Tenant can reduce her December 1, 2017 rent by \$100.00. The Landlord agreed to return to the Tenant her original December 2017 rent cheque within one week of this hearing. Accordingly, the Tenant will re-issue the Landlord with a rent cheque for December 2017 that deducts \$100.00 from her monthly rent of \$675.00 for December 2017 as agreed by the parties.

The Landlord also agreed to have a flooring contractor visit the rental unit on or before December 31, 2017 to examine the flooring noise complaint made by the Tenant to determine if the Tenant can be provided with mitigation or remedy to her complaint.

If not, the Tenant is at liberty to file an application to bring this matter for determination through dispute resolution.

However, the Tenant will bear the burden of proof and will be required to show sufficient evidence that the noise from the flooring goes beyond that of what would be considered unreasonable, and that this warrants compensation.

The parties confirmed that this agreement was made in full satisfaction of the Tenant's claims and was made voluntarily. This file is now closed.

This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: November 30, 2017

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Residential Tenancy Branch

