



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC HOUSING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT

Introduction

This hearing dealt with the tenants' application pursuant to section 67 of the *Residential Tenancy Act* (the *Act*) for a monetary order for compensation for losses or other money owed under the *Act*, regulation or tenancy agreement.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. Tenant GD (the tenant) confirmed that they had full authority to act on the other tenant's(their son's) behalf in this matter.

As the landlord confirmed that on May 31, 2019, they received a copy of the tenants' dispute resolution hearing package sent by the tenant by registered mail, I find that the landlord was duly served with this package in accordance with section 89 of the *Act*. Since both parties confirmed that they had received one another's written evidence and in the case of the landlord, the tenants' audio evidence as well as their written evidence, I find that the written and audio evidence was served in accordance with section 88 of the *Act*.

Issues(s) to be Decided

Are the tenants entitled to a monetary award for losses and other money owed arising out of this tenancy?

Background and Evidence

On August 29, 2016, the parties signed a month-to-month Residential Tenancy Agreement (the Agreement) for this rent geared to income rental unit on the second floor of a three storey multi-unit building. According to the terms of the Agreement, the

tenants moved into this rental unit by September 1, 2016. The tenants' current monthly rent is \$526.00, payable in advance on the first of each month, plus heat.

The tenants' application for a monetary award of \$3,899.00 was for their loss of quiet enjoyment of the premises as a result of noise emanating from the rental unit above the tenants. Although the tenant said that this amount constituted a request for the full recovery of all of the rent they had paid for a seven month period.

At the hearing, the landlord gave sworn testimony that the tenant in the rental unit residing above the tenant had recently been approved for a transfer to another of the landlord's rental units in another building.

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 engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding resolution of their dispute:

1. The landlord committed to implement the transfer of the tenant in Unit 26 (the rental unit above the tenant) of this building by the end of September 2019.
2. The landlord agreed to post one of the landlord's official transfer form on the tenant's door by the end of the day on July 12, 2019.
3. The tenant agreed to submit a written transfer request to the landlord on the transfer request form provided by the landlord to request a transfer to Unit 26 of this building.
4. Both parties agreed that provided the tenant(s) submit the required transfer request form that the tenants will be allowed to transfer to Unit 26 of this rental building as soon as that rental unit is available for occupancy once the current tenant vacates that rental unit.
5. The landlord agreed to inform the tenants of the expected date of occupancy of Unit 26 as soon as that date is known.
6. The parties agreed that the same terms of tenancy will exist for the new tenancy agreement they will be signing for Unit 26 of this building.
7. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenants' application and all issues currently in dispute arising out

of this tenancy and that they did so of their own free will and without any element of force or coercion having been applied.

Conclusion

The tenants' application is settled on the basis of the above-noted terms and the parties are ordered to abide by the terms of their settlement agreement.

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: July 12, 2019

Residential Tenancy Branch