



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

FFT LRE MNDCT OLC RP RR

### Introduction

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

- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of \$1,115.56 pursuant to section 67;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

All parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The tenants testified, and the landlords confirmed, that the tenants served the landlords with the notice of dispute resolution form and supporting evidence package. The landlords testified, and the tenants confirmed, that the landlords served the tenants with their evidence package. I find that all parties have been served with the required documents in accordance with the Act.

### Preliminary Issue – Judicial Review of Order of Possession

An order of possession against the tenants was issued to the landlords on August 23, 2019 effective August 31, 2019. The tenants have applied for a judicial review of the order (the "**Judicial Review**") and been granted a stay of execution of the order of possession for one year. No date has been set for the hearing of the judicial review.

As there is currently a valid (although stayed) order of possession issued which requires the tenants to vacate. I find that it would be inappropriate in these circumstances to make orders altering the terms of a tenancy or ordering that the landlord alter the rental unit. The tenants may soon be required to vacate, making such alterations unnecessary. It is more appropriate to hear the tenants' application for the relief sought after the Judicial Review has been concluded.

The tenants argued that the ongoing conduct of the landlords is causing them to be deprived of their quiet enjoyment of the rental unit, and that it would be prejudicial to delay adjudicating their application seeking that the landlord comply with the Act to provide them with the quiet enjoyment of the rental unit.

I accept the tenants' submissions on this point and will hear the portion of their application relating to their alleged deprivation of quiet enjoyment of the rental unit.

I dismiss the balance of the tenants' application, with leave to reapply once the Judicial Review has been completed.

### **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 the following final and binding settlement of the tenants' application seeking quiet enjoyment of the rental unit:

1. The tenants shall only communicate with the landlords by means of registered mail that requires the signature of the recipient.
2. The landlords shall only communicate with the tenants by means of registered mail that requires the signature of the recipient.
3. The landlords shall instruct the occupant of the basement suite VG (full name listed on cover of this decision) not to communicate with the tenants, or any of the tenants' visitors, in any way (this includes but is not limited to: verbal communication; non-verbal communication; and written communication (electronic or otherwise)).

4. The landlords agree not to prevent any visitor of the tenants from accessing the rental unit, except for their former tenant BR (full name included on the cover of this decision).

I understand that the landlords are in the process of obtaining a restraining order against BR. I explicitly make no findings as to the landlords' right to prevent access of BR into the rental unit.

These particulars comprise the full and final settlement of all aspects of this dispute for the parties. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of the tenants' application that the landlord provide them with quiet enjoyment of the rental unit between these parties.

### **Conclusion**

As the parties have reached a settlement, I make no factual findings about the merits of this application.

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: November 14, 2019

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Residential Tenancy Branch