



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNR OLC**

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (“Ten-Day Notice”) pursuant to section 46;
- An order for the landlord to comply with the *Act*, regulation and/or tenancy agreement pursuant to section 62.

The landlord LH attended with agent BW and advocate LM (“the landlord”). The tenant attended. All parties had opportunity to provide affirmed testimony, present evidence and make submissions. No issues of service were raised. The hearing process was explained.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute. The hearing lasted 68 minutes.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The parties agreed as follows:

1. The landlord acknowledged receipt of the tenant's allegations of complaints of noise and harassment originating with occupants of another apartment in the building as well as the alleged assault in the building of KW, another occupant of the unit,
2. As soon as possible, the tenant shall make all reasonable efforts to obtain copies of police incident reports regarding the tenant's complaints from June to December 2019 about the referenced actions of other occupants of the building;
3. By January 7, 2020, the tenant shall provide the landlord with a written timeline clarifying her allegations and describing the incidents leading up to this Application in order that the landlord may investigate;
4. The landlord and tenant will use best efforts to cooperate and to resolve issues relating to this Application;
5. The landlord appointed LM, advocate, as the landlord's agent to investigate the tenant's allegations; LM provided LM's contact to the tenant;
6. The tenant's application is dismissed with leave to reapply.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

The parties are still bound by all the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

Pursuant to the terms above, the tenant's application is dismissed with leave to reapply.

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: December 30, 2019

Residential Tenancy Branch