



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC RP FFT

Introduction

This hearing dealt with the tenant's 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;
- cancellation of the landlord's One Month Notice to End Tenancy for Cause (the "**Notice**") pursuant to section 47; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both 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 landlord was assisted by her son ("**KD**").

Preliminary Issue – Repairs

At the outset of the hearing, the tenant advised me that the repairs she sought to have made were completed on November 24, 2020 (over one month after she requested them to be fixed). Accordingly, and with the consent of the tenant, I dismiss this portion of the application.

Settlement

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 all issues currently under dispute:

1. The tenant will not create any unreasonable disturbance between the hours of 12:00 am and 7:00 am. Such disturbances include, but are not limited to:
 - a. Hosting parties; and

- b. Watching television at an unreasonable volume.
2. As of January 28, 2021, the landlord's son KD is to be considered a landlord for the purposes of the Act.
3. The Notice is cancelled and of no force or effect.
4. The arbitrator shall make a determination as to tenant's request for the reimbursement of the filing fee.

These particulars comprise the full and final settlement of all aspects of this dispute. 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 this dispute between.

Based on my review of the evidence, and the information provided to me at the hearing, I accept that the landlord indicated that the repairs (installation of a lock on the door of the rental unit) would be made in October 2020. They were not completed until the end of November 2020.

Additionally, I based on the Facebook post submitted into evidence, and the landlord's statement attached to the Notice, I accept that the landlord knew that the tenant would be hosting a Halloween/housewarming party at least two weeks in advance. However, I do not find that she necessarily knew its extent. I accept that she was disturbed by the party (I make no finding as to whether it was an *unreasonable* disturbance).

As such, and as both parties engaged in a good-faith, productive negotiation to resolve this matter, I find it appropriate for the landlord to reimburse the tenant half of her filing fee. As such, I order that the landlord pay the tenant \$50. Per section 72(2) of the Act, the tenant may deduct this amount from one future month's rent.

Written Tenancy Agreement

The parties do not have a written tenancy agreement. Both parties expressed a desire to reduce their oral tenancy agreement to writing. They were unable to do this at the hearing. I indicated that the parties could continue their discussion after the hearing and recommended that they use the standard form tenancy agreement (Form RTB-1) found on the RTB's website. I make no order with this regard.

Conclusion

Per the settlement reached by the parties, the Notice is cancelled. The tenancy shall continue. The tenant may deduct \$50 from one future month's rent.

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: January 28, 2021

Residential Tenancy Branch