



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      OLC

### Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The tenant applied for an order directing the landlord to comply with the Act, regulation or tenancy agreement.

Tenant PC (tenant) and an agent for the landlord, NN (agent) attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me.

Both parties confirmed that they received the documentary evidence from the other party and that they had the opportunity to review the documentary evidence prior to the hearing. I find the parties were sufficiently served in accordance with the Act.

### Preliminary and Procedural Matters

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. Neither party had any questions about my direction pursuant to RTB Rule 6.11.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision and any applicable orders would be emailed to them.

### Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The landlord will send a letter to all tenants indicating that they have received serious complaints regarding children being left unsupervised and that those children have threatened adults, made inappropriate and threatening gestures, and have threatened adults with bodily harm and that CAPREIT has zero tolerance for violence or threats of any nature from any tenants, their family members and/or their guests.
2. In addition, the landlord will include in the letter that all tenants have the right to quiet enjoyment. This means that children are not permitted to harass or interfere with the quiet enjoyment of any other unit. Therefore, parents are encouraged to remind their children that an eviction notice will be issued if specific complaints are received from this point forward.
3. The parties agree that the landlord will send the letters to all tenants no later than **May 14, 2021 by 5:00 p.m. Pacific Standard Time.**

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

### Conclusion

I ORDER the parties to comply with the terms of this settled agreement in accordance with section 63 of the Act. The parties confirmed that they understood that this mutually settled agreement was enforceable under the Act. The parties also confirmed that they were not being forced or pressured into freely agreeing to this mutually settled agreement.

This decision will be emailed to the parties as described above.

As the filing fee was already waived it is not granted.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: May 11, 2021

---

Residential Tenancy Branch