



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RADKE BROS. CONSTRUCTION LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

MNDCT, FFT

### **Introduction:**

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenants in which the Tenants applied for a monetary Order for money owed or compensation for damage or loss and to recover the fee for filing this Application for Dispute Resolution.

The male Tenant stated that on January 26, 2022 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch on January 13, 2022 was personally delivered to the resident manager. The Agent for the Landlord acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

On August 07, 2022 the Tenants submitted additional evidence to the Residential Tenancy Branch. The male Tenant stated that this evidence was served to the resident manager on August 07, 2022. The Agent for the Landlord acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

On August 08, 2022 the Tenants submitted evidence to the Residential Tenancy Branch. The male Tenant stated that this was a duplicate of evidence previously submitted to the Residential Tenancy Branch. As it has already been accepted as evidence for these proceedings, service of the evidence to the Landlord is not necessary.

On August 05, 2022 the Landlord submitted evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was personally served to the Tenants by the resident manager on August 05, 2022 or August 06, 2022. The

Tenants acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

On August 08, 2022 the Landlord submitted additional evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was personally served to the Tenants by the resident manager on August 08, 2022. The Tenants acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

The Agent for the Landlord and the Tenants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

The Agent for the Landlord, the Tenants, and the Witnesses affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The Agent for the Landlord and the Tenants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. They each affirmed they would not record any portion of these proceedings.

Issue(s) to be Decided:

Are the Tenants entitled to compensation for being unable to live in their rental unit for a period of time?

Background and Evidence:

The Agent for the Landlord and the Tenants testified about the noise and odor created by a generator that was installed on the residential property to provide temporary power to the complex.

The Witness for both parties also provided testimony about the noise and odor caused by the generator.

This hearing was scheduled to begin at 1:30 p.m. and to end at 2:30 p.m. When it became clear that the hearing would not be completed by 2:45 p.m., the parties were advised that the hearing would be adjourned to a later date.

Shortly after being advised that the hearing would be adjourned, the parties reached a settlement agreement, in which they mutually agreed to settle all issues in dispute at

these proceedings under the following term:

- The Tenants may reduce one monthly rent payment by \$1,000.00.

The aforementioned settlement agreement was summarized for the parties on at least two occasions. The Agent for the Landlord and both Tenants clearly indicated their intent to resolve this dispute under these terms.

The Agent for the Landlord and both Tenants acknowledged that they understand they were not required to enter into this agreement and that they were doing so voluntarily.

The Agent for the Landlord and both Tenants acknowledged that they understood the agreement was final and binding.

Analysis:

I am satisfied that the parties mutually agreed to settle all issues in dispute at these proceedings in accordance with the aforementioned term.

As the parties were able to reach a settlement agreement, I find that it is not necessary to summarize their testimony in this decision.

Conclusion:

On the basis of this settlement agreement, the Tenants have the right to reduce one monthly rent payment by \$1,000.00.

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 24, 2022

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Residential Tenancy Branch