



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OLC, FFT, MNDCT

### Introduction

The Tenant seeks the following relief under the *Residential Tenancy Act* (the “Act”):

- an order pursuant to s. 62 that the Landlord comply with the *Act*, Regulations, and/or tenancy agreement;
- an order pursuant to s. 72 for return of her filing fee; and
- an order pursuant to s. 67 for monetary compensation.

The Tenant’s monetary claim under s. 67 of the *Act* was added to the claim by way of amendment filed on September 9, 2022.

S.S. appeared as the Tenant. She was joined by K.R. as her witness. The witness was dismissed out the outset of the hearing and was not called nor did she provide evidence.

P.G. appeared as the Landlord. He was joined by J.T. and R.C. as his agents.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The parties confirmed that they were not recording the hearing. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

The parties advise that they served their application materials on the other side. Both parties acknowledge receipt of the other’s application materials without objection. Based on the mutual acknowledgments of the parties without objection, I find that pursuant to s. 71(2) of the *Act* that the parties were sufficiently served with the other’s application materials.

The Landlord's agents initially raised issue with the Tenant's amendment, though acknowledged its receipt on the last day permitted pursuant to the Rules of Procedure. I note that Rule 4.6 requires amendments to be served as soon as possible and at least 14 days prior to the hearing. The Landlord's agents, however, indicated they raised no objection to the amendment. As no issue was raised, I permit the amendment.

### Settlement

Pursuant to section 63 of the *Act*, I 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, turned their minds to compromise and achieved a resolution of their dispute.

The parties were advised that they were under no obligation to enter into a settlement agreement. Both parties agreed to the following settlement on all issues in dispute in this application:

1. The Landlord acknowledges his obligation to protect the Tenant's right to quiet enjoyment as per s. 28 of the *Act* and will endeavour to do so in the future.
2. The Landlord will provide an apology to the Tenant.

I confirmed that the Landlord and the Tenant entered into the settlement agreement voluntarily, free of any coercion or duress. I confirmed each detail of the settlement with the Landlord and the Tenant. Both parties confirmed having understood each term of the agreement and acknowledged it represented a full, final, and binding settlement of this dispute.

The Tenant confirmed an oral apology from the Landlord at the hearing would be sufficient. The Landlord apologized to the Tenant prior to the conclusion of the hearing, which the Tenant accepted. I encourage the parties to communicate more effectively such that these types of disputes may be avoided in the future.

Since the parties were able to agree to settle their dispute, I find that neither party shall recover their filing fee from the other. The Tenant shall bear their own costs for their application and their claim for return of their filing fee is dismissed without leave to reapply.

I make no findings of fact or law with respect to the issues in dispute. Nothing in this settlement agreement is to be construed as a limit on either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act*.

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: September 26, 2022

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Residential Tenancy Branch