



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL-MT, MNDCT, RP

### Introduction

The Tenant filed an Application for Dispute Resolution on July 8, 2022 seeking:

- to dispute a Two Month Notice to End Tenancy for Landlord's Use of Property
- more time to dispute the Two Month Notice
- compensation for monetary loss or other money owed.

On July 22, 2022 the Tenant amended their Application to additionally seek repairs in the rental unit. At that time, they clarified the amount of compensation they were seeking.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the "Act") on October 14, 2022. In that hearing, the parties reached an agreement that the tenancy will end on April 30, 2023. I granted the Landlord an Order of Possession to give effect to this agreement.

The Tenant withdrew their claim for compensation in the form of rent reduction for what they allege was disturbance. I dismissed that piece of the Tenant's Application without leave to reapply.

At the end of the October 14, 2022 hearing, I adjourned the matter further, in order to address the issue of repairs.

The parties met again via teleconference on November 14, 2022. I gave the Tenant the chance to confer separately with the Advocate assisting them in this matter. This was so the Tenant could advise what the current issue was going forward, in light of the tenancy ending on April 30, 2023. In the October 14 hearing, the Tenant had withdrawn

their immediate repair issue of a hole in their ceiling requiring repair. In that hearing, the Landlord stated they would also attend to that immediate issue.

### Settlement Terms

In the reconvened hearing, the Tenant identified their immediate concerns with the upstairs neighbours who live in the upper portion of the rental unit home. They share an outside entrance with these neighbours; the neighbours also have dogs.

The Tenant asked for the Landlord to set a plan to have a discussion with the upstairs neighbours about supervision for the dogs who had, according to the Tenant, interfered with visitors to the rental unit. The Tenant seeks assurance from the Landlord that the Tenant's guests can enter and leave the property without fear of injury from the dogs, and requests that the neighbours leave the common outside entrance open. This is to facilitate the delivery of needed supplies and other services.

The Landlord responded to say they already addressed this, telling the neighbours plainly not to use the backyard area at all during the daytime when the Tenant is awake. The Landlord stated their concerns about vagrancy in the area and the risk of break-ins with respect to the common outside entrance.

The Tenant responded to this to say they had other indications from the upstairs neighbours as recently as the week prior to the reconvened hearing.

In the hearing, the Landlord conceded to the Tenant's two main points, stating they would write an addendum for the upstairs neighbours to sign. This was in the Landlord's own best interests in this matter, to have no interruptions or other conflicts between the Tenant and the upstairs neighbours during the final months of this tenancy.

Specifically, in terms of an agreement between the parties:

- the Landlord agrees to have the upstairs Tenant control their dogs at all times;
- the Landlord agrees that the neighbours shall unlock the shared entrance during the daytime hours, typically from 6:45am onwards.

### Conclusion

In the context of this settlement of the end of the tenancy, the Tenant withdrew their claim for compensation in the form of rent reduction for what they allege was disturbance.

The Tenant made no other requests for repairs in the rental unit. I dismiss this piece of the Tenant's Application, without leave to reapply because the tenancy will end on a specified date.

The parties agreed to an end-of-tenancy date of April 30, 2023, and I issued an Order of Possession to the Landlord for this date should they need to enforce that date.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: November 28, 2022

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Residential Tenancy Branch