



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OLC CNL-4M FFT

Introduction

This hearing was convened by way of conference call in response to two applications for dispute resolution filed by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”). In one of the applications (“First Application”), the Tenant applied for the following:

- an order for the Landlord to comply with the Act, *Residential Tenancy Regulations* (“Regulations”) and/or tenancy agreement pursuant to section 62; and
- authorization to recover the filing fee for the Applications from the Landlord.

In the other application (“Second Application”), the Tenant applied for the following:

- an order to cancel a Four Month Notice to End Tenancy for Demolition or Conversion of a Rental Unit dated June 30, 2022 (“4 Month Notice”) pursuant to section 49(6); and
- authorization to recover the filing fee for the Applications from the Landlord.

The Landlord, an agent (“SU”) for the Landlord, an interpreter (“AS”) for the Landlord and the Tenant attended the hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the *Residential Tenancy Branch Rules of Procedure* (“RoP”). The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The Tenant stated she served the Notice of Dispute Resolution Proceeding for the First Application and her evidence (“First NDRP Package”) on the Landlord by registered mail on July 26, 2022. The Tenant submitted into evidence a copy of the Canada Post receipt dated July 26, 2022 with the tracking number for service of the First NDRP Package on the Landlord. SU acknowledged the Landlord received the First NDRP

Package. I find the First NDRP Package was served on the Landlord pursuant to sections 88 and 89 of the Act.

The Tenant submitted into evidence a Canada Post receipt dated August 15, 2022 for service of the Notice of Dispute Resolution Proceeding (“Second NDRP”) for the Second Application. SU acknowledged the Landlord was aware of the Second Application, stated the Landlord wanted to cancel the 4 Month Notice and sought cancellation of the hearing for the Second Application. Based on the foregoing, I can reasonably infer the Landlord received the Second NDRP. As such, I find the Second NDRP was served on the Landlord pursuant to section 89 of the Act.

SU stated the Landlord did not serve any evidence on the Tenant for this proceeding.

Preliminary Matter – Consolidation of First Application and Second Application

This hearing was originally scheduled to hear the First Application while the Second Application was scheduled to be heard on December 16, 2022. However, during the hearing, the parties agreed they wanted the Second Application to be adjudicated, or settled, at this hearing. As such, I appoint myself as the arbitrator for the Second Application so that it may be adjudicated, or settled, at this hearing.

Preliminary Matter – Removal of a Respondent from the First and Second Application

At the outset of the hearing, I inquired as to the identity of the corporate respondent (“SDL”) that was named in the First Application and Second Application. The Landlord stated that she was the sole owner of the rental unit and that SDL was only involved in the redevelopment of the property on which the rental unit was located. The Tenant requested that I amend the First Application to remove SDL as a respondent in the First Application. The Landlord consented to the proposed amendment to the First Application.

Rule 4.2 of the RoP states:

4.2 Amending an application at the hearing

In circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing.

If an amendment to an application is sought at a hearing, an Amendment to an Application for Dispute Resolution need not be submitted or served.

With the consent of the Landlord, I order the First Application to be amended to remove SDL as a respondent pursuant to Rule 4.2 of the RoP. As the Second Application also named SDL as a respondent, I also order the Second Application to be amended to remove SDL as a respondent pursuant to Rule 4.2 of the RoP.

Settlement Agreement

Pursuant to section 63 of the Act, an 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.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Tenant agrees to withdraw the First Application and Second Application;
2. The Landlord agrees to cancel the 4 Month Notice;
3. The Landlord agrees to comply with the provisions of section 28 of the Act that states:

28 A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:

- (a) reasonable privacy;
 - (b) freedom from unreasonable disturbance;
 - (c) exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 29 *[landlord's right to enter rental unit restricted]*;
 - (d) use of common areas for reasonable and lawful purposes, free from significant interference;
4. The Landlord agrees to inform her the associates, with whom she has partnered in the redevelopment of the property on which the rental unit is located and two adjacent properties, that the Tenant and the other occupants of the rental unit are entitled to quiet enjoyment of the rental unit pursuant to the provisions of section

- 28 and request her associates to respect the right of the Tenant and the other occupants of the rental unit to quiet enjoyment pursuant to section 28 of the Act;
5. The Landlord agrees to reimburse the Tenant \$200.00 for the filing fees for the First Application and Second Application. It is agreed that the payment of the \$200.00 owing by the Landlord to the Tenant will be satisfied by the Tenant deducting \$200.00 from the next rental payment made by the Tenant. The Landlord may not issue a Ten Day Notice for Unpaid Rent and/or Utilities when the Tenant makes the \$200.00 deduction from her rent; and
 6. The tenancy continues until it is ended in accordance with the provisions of the Act.

These particulars comprise the full and final settlement of all aspects of the Tenant's disputes against the Landlord. 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 claims made in the First Application and Second Application.

Conclusion

As the parties have reached a full and final settlement of all the claims set out in the First Application and Second Application, I make no factual findings about the merits of the two Applications.

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: December 7, 2022

Residential Tenancy Branch