



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes **MNDCT, OLC, RR, RP**

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “Act”).

The Tenant’s Applications for Dispute Resolution were made on April 3, 2025, (the “Tenant’s Applications”). The Tenant applied for the following relief, pursuant to the *Act*:

- a monetary order for compensation;
- an order that the landlord comply with the Act, tenancy agreement, or regulations;
- an order granting a rent reduction; and
- an order that the Landlord conduct regular repairs.

The Tenant, the Landlord’s Agents, and the Landlord’s Counsel attended the hearing at the appointed date and time. The Landlord’s Agents confirmed receipt of the Tenant’s Proceeding Packages and evidence. The Tenant confirmed receipt of the Landlord’s evidence. As there were no issues raised relating to service, I find the above-mentioned documents were sufficiently served pursuant to Section 71 of the Act.

Settlement Agreement

The opportunity for settlement was discussed with the parties during the hearing. During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The Landlord agrees to adhere to their responsibilities outlined in Section 28 of the Act.
2. The Tenant agrees to allow access to the Landlord to enter the rental unit when proper notice of entry is provided by the Landlord to the Tenant.
3. The Landlord agrees to attend the rental unit to inspect and repair if necessary the cause of the buzzing noise experienced by the Tenant.
4. The Tenant agrees to withdraw both their Applications based on the mutual agreement reached.

This settlement agreement was reached in accordance with section 63 of the *Act*.

The following is information for both parties;

Section 28 of the Act, states that 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
- (d) use of common areas for reasonable and lawful purposes, free from significant interference.

According to Policy Guideline 6 B. BASIS FOR A FINDING OF BREACH OF QUIET ENJOYMENT

A landlord is obligated to ensure that the tenant's entitlement to quiet enjoyment is protected. A breach of the entitlement to quiet enjoyment means substantial interference with the ordinary and lawful enjoyment of the premises. This includes situations in which the landlord has directly caused the interference, and situations in which the landlord was aware of an interference or unreasonable disturbance, but failed to take reasonable steps to correct these. Temporary discomfort or inconvenience does not constitute a basis for a breach of the entitlement to quiet enjoyment. Frequent and ongoing interference or unreasonable disturbances may form a basis for a claim of a breach of the entitlement to quiet enjoyment. In determining whether a breach of quiet enjoyment has occurred, it is necessary to balance the tenant's right to quiet enjoyment with the landlord's right and responsibility to maintain the premises. A landlord can be held responsible for the actions of other tenants if it can be established that the landlord was aware of a problem and failed to take reasonable steps to correct it.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

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: May 20, 2025

Residential Tenancy Branch