



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR MNR MNDC FF  
                              CNR RR FF

### Preliminary Issues

Residential Tenancy Rule of Procedure 2.3 states that, in the course of the dispute resolution proceeding, if the arbitrator determines that it is appropriate to do so, he or she may dismiss the unrelated disputes contained in a single application with or without leave to reapply.

Upon review of the Landlords' application I have determined that I will not deal with all the dispute issues the Landlords have placed on their application. For disputes to be combined on an application they must be related. Not all the claims on this application are sufficiently related to the main issue relating to the Notice to end tenancy and the claim for unpaid rent or utilities. Therefore, I will deal with the Landlords request for an Order of possession and a Monetary Order for unpaid rent or utilities, and I dismissed the balance of the Landlords' application with leave to re-apply.

Upon review of the Tenant's application I have determined that I will deal with his request to cancel the Notice to end tenancy issued for unpaid rent or utilities, and I dismissed the balance of the Tenant's application with leave to re-apply.

### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by both the Landlords and the Tenant.

The Landlords filed June 15, 2015 seeking to obtain an Order of Possession for unpaid rent or utilities and a Monetary Order for unpaid rent or Utilities; and to recover the cost of the filing fee from the Tenant for this application.

The Tenant filed on May 20, 2015 seeking to cancel the 10 Day Notice to end tenancy issued May 15, 2015 and to recover the cost of the filing fee from the Landlords for this application.

The hearing was conducted via teleconference and was attended by the Owner (hereinafter referred to as Landlord), two of the Landlord's Agents, the Tenant and the Tenant's wife, an occupant of the rental unit. The Landlord and the Tenant were the only people in attendance who submitted affirmed testimony. Although all the others who were in attendance agreed to the affirmation, they were not called upon to submit testimony.

I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

The Landlord confirmed receipt of the Tenant's application and evidence. The Tenant confirmed receipt of the Landlord's application and evidence; however, the Tenant pointed out that the last submission of evidence was received late, a few days prior to the hearing. The Tenant submitted that the post mark on the registered mail envelope was dated June 30, 2015. That being said, the Tenant requested that I consider the Landlord's late evidence as it supported his submission that there had been a problem with the heating system in the lower suite.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. Following is a summary of the submissions and includes only that which is relevant to the matters before me.

#### Issue(s) to be Decided

1. Have the parties agreed to settle these matters?
2. If so, what are the terms of the settlement agreement?

#### Background and Evidence

The Landlords and Tenants entered into a written fixed term tenancy agreement and addendum that began on December 27, 2014 and is set to end on December 31, 2015, at which time the Tenants are required to vacate the rental unit. Rent of \$1,950.00 is

due on or before the first of each month and the Tenant is required to pay 60% of utilities. On December 27, 2014 the Tenant paid \$975.00 as the security deposit.

During the course of this proceeding the parties agreed to settle these matters.

### Analysis

Pursuant to section 63 of the *Act*, the 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 on the following terms:

- 1) The Landlords agreed to withdraw their application for Dispute Resolution,
- 2) The Tenant agreed to withdraw their application for Dispute Resolution;
- 3) The Tenant agreed to pay the Landlords **\$470.41**, no later than **July 20, 2015**.  
This amount constitutes full payment for the utility payments for the amounts claimed in the following demand letters. The payment agreed upon included: \$250.00 for the April 9, 2015 demand (a reduced amount) + \$100.13 for the May 26, 2015 demand + \$120.28 for the May 25, 2015 demand.
- 4) The Tenant agreed to pay the full \$470.41 to the Landlords no later than **July 20, 2015**.
- 5) The Tenant agreed to pay all future utilities in accordance with his tenancy agreement addendum until such time that the parties come to a mutual agreement in writing that would alter the original agreement.
- 6) Each person agreed that the terms of this settlement agreement were reached by their own free will and without undue pressure or intimidation.

In support of the settlement agreement the Landlords have been issued an Order of Possession and a Monetary Order which may be served upon the Tenant if he does not comply with the terms of the settlement agreement.

The parties agreed to settle these matters; therefore, I declined to award recovery of any of the filing fees.

### Conclusion

The parties agreed to settle these matters as listed above, pursuant to section 63 of the Act.

In support of the settlement agreement, The Landlord has been issued a conditional Order of Possession that would become effective **Two (2) Days after service upon the Tenant**, if the Tenant does not comply with the term so the settlement agreement, as listed above. In the event that the Tenant does not comply with the Order of Possession, it may be filed with the Supreme Court and enforced as an Order of that Court

The Landlord has also been issued a Monetary Order for **\$470.41**. This Order is legally binding and must be served upon the Tenant in the event the Tenant does not comply with the settlement agreement and pay the full amount owed by July 20, 2015. This Order may be filed with the B.C. Small Claims Court and enforced as an Order of that Court.

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: July 07, 2015

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Residential Tenancy Branch

