



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

On October 1, 2020, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) to cancel a 10-Day Notice to End Tenancy for unpaid rent or utilities. The matter was set for a conference call.

One of the Landlords and one of the Tenants attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Background and Evidence

The parties testified that the tenancy began on April 1, 2019, and that they contracted to an 11-month fixed term tenancy that continued as a month to month tenancy at the end of the fixed term.

Both parties agreed that the Tenants were served with a repayment plan for an outstanding water bill in the amount of \$485.45. Both parties also agreed that no Notice to end tenancy was issued to the Tenants by the Landlords.

The parties testified that they are in dispute regarding the outstanding water bill and requested that this hearing address this bill and determine if this bill is due under this tenancy.

During the hearing, both parties expressed a desire to enter into a mutual agreement to settle the payment of a water bill for this tenancy.

Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing, and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. That no Notice to end tenancy has been issued and that this tenancy will continue until it is ended in accordance with the Act.
2. That the Tenants will pay \$200.00 towards the water bill for the billing period of February to June 2020, in full satisfaction of the Landlords' request for payment of this bill.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing, and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed understanding of the terms of the settlement agreement as the full and final settlement of this matter.

Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

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 8, 2020

Residential Tenancy Branch