

DECISION

Dispute Codes DRI, MNDC, ERP, FF, O

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- a monetary order for the cost of emergency repairs to the rental unit pursuant to section 33;
- an order regarding a disputed additional rent increase pursuant to section 43; and
- authorization to recover their filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The female landlord (the landlord confirmed that she received the tenants' dispute resolution hearing package by registered mail on March 2, 2011. I am satisfied that the tenants served their application for dispute resolution to the landlords in accordance with the *Act*.

Issues(s) to be Decided

Are the tenants entitled to a monetary award for losses arising out of this tenancy? Are the tenants entitled to obtain an order regarding a disputed additional rent increase?

Are the tenants entitled to a monetary order to reimburse them for the cost of emergency repairs to their rental unit? Are the tenants entitled to recover their filing fee for this application from the landlords?

Background and Evidence

This month-to-month tenancy for the upper floor of a two unit residential property commenced on August 1, 2007. According to the terms of the tenancy agreement the parties signed, the tenants were responsible for paying \$1,100.00 in monthly rent. This rental did not include the tenants' utilities or heat. The tenants are billed separately for their utilities and heat.

The parties agreed that the terms of the tenancy agreement changed as of February 1, 2009, at which time the monthly rent was increased to \$1,200.00 and the tenants were to be responsible for 75% of the utilities for the property. The lower level tenant was to reimburse them through the landlord for 25% of the utility costs. The landlord testified that she did not put anything in writing with respect to these changes, nor does she have a written tenancy agreement with the lower level tenant.

The tenants applied for a monetary award of \$565.98 in total and requested reimbursement for 25% of their future utility bills. Part of their application for a monetary award resulted from the recent refusal of the lower level tenant to pay his portion of the utility costs. The female tenant (the tenant) said that \$200.00 of the monetary award requested was for the failure of the landlords to provide adequate notice of their rent increase of February 1, 2009. The tenants' requested monetary award also included \$75.00 that the landlord charged them for the landlord's repair of their washer and \$35.00 for the landlord's repair of the driveway.

Analysis

Pursuant to section 63 of the *Act*, the dispute resolution officer 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 this hearing, the parties discussed the issues in dispute, turned their minds to compromise and reached an agreement to settle their dispute. The parties agreed to settle their dispute on the following terms:

1. The landlord agreed to amend the tenant's existing Residential Tenancy Agreement and enter into a written Residential Tenancy Agreement with the lower level tenant on the basis of their existing arrangements with the exception that the landlord will assume responsibility for receiving bills from the utility companies as of April 1, 2011 if possible, or as soon afterwards as possible.
2. The landlord commits to obtain an invoice for the repair of the washing machine in the rental premises by April 15, 2011, and provide a copy to the tenants.
3. These terms constitute the full and final settlement of the issues in dispute in this tenancy for both parties.

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*.