



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, MNR, FF, CNC, CNR, OLC, ERP, RP, PSF, AS, AAT

### Introduction

There are applications filed by both parties. The Landlord seeks an order of possession as a result of a notice to end tenancy issued for cause, a monetary order for unpaid utilities and recover of the filing fee. The Tenant seeks an order cancelling the notice to end tenancy issued for cause, an order cancelling the notice to end tenancy issued for unpaid rent or utilities, an order for the Landlord to comply with the Act, Regulations or Tenancy Agreement, an order for the Landlord to make emergency repairs for health or safety concerns, an order for the Landlord to make repairs to the unit, site or property, an order for the Landlord to provide services or facilities required by law, an order to allow access to (or from) the unit or site for the Tenant or the Tenant's guests, an order to allow the Tenant to assign or sublet because the Landlord's permission has been unreasonably withheld and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served.

At the beginning of the hearing, the Landlord clarified that she was withdrawing her notice to end tenancy issued for unpaid rent as it was issued in error. The Tenant also clarified that she was withdrawing her requests for emergency repairs, for repairs, to have the landlord provide services or facilities agreed to by law, to allow the tenant access to (or from) the unit or site for the tenant or the tenant's guests and to allow the tenant to assign or sublet the rental unit. As such no further action is required for these portions of the applications.

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed to include the utilities (water, heat and electricity) for an additional \$50.00 per month to be paid with the monthly rent starting on January 1, 2014 and that this forms part of the signed tenancy agreement signed by both parties on September 18, 2013.

Both parties also agreed that the Tenant shall pay to the Landlord \$100.00 within 2 weeks of this hearing date to pay for the utilities for the period between October, November and December 2013.

Both parties also agreed that Tenant shall pay to the Landlord the \$600.00 security deposit in payments of \$200.00 per month with the monthly rent starting on January 1, 2014 until the balance is paid.

Both parties agreed that the Tenant shall provide to the Landlord a written list of repair issues via email to both of the Landlord's contacts as provided in her contact list which the Tenant has acknowledged receiving.

The above particulars comprise full and final settlement of all aspects of the dispute arising from these applications 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*.

Dated: December 04, 2013

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Residential Tenancy Branch

