



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

AGREEMENT BETWEEN BOTH PARTIES

Dispute Codes CNR, MNSD, MNDC, OLC, RP, RR

Introduction

This matter dealt with an application by the tenant to cancel the 10 Day Notice to End Tenancy for unpaid rent. The tenant also sought to recover the security deposit; a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement, an Order for the landlord to comply with the *Act*, Regulations or tenancy agreement; an Order for the landlord to make repairs; and to reduce rent for repairs, services or facilities agreed upon but not provided.

Preliminary Issues

RTB Rules of Procedure 2.3 states that “if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may dismiss unrelated disputes contained in a single application with or without leave to reapply.” In this regard I find that not all the claims on the tenant’s application are sufficiently related to the main issue to be dealt with together. I therefore will deal with the tenant’s application to cancel the 10 Day Notice to End Tenancy and I will not deal with the remaining sections of the tenants claim at this hearing.

Through the course of the hearing I assisted the landlord and the tenant to reach an agreement in settlement of part of the tenant's claims being dealt with at this hearing.

The Parties did not require me to make a decision in this matter but required me to record the agreement they mutually reached.

This agreement is as follows:

- The landlord agrees that the tenant can deduct \$100.00 from rent for March for the overpayment of utilities;
- The landlord agrees to put the Hydro back into the landlords name;
- The landlord agrees to provide a copy of any further utility bills to the tenant with a written demand for payment within 30 days;
- The landlord agrees that any future tenants residing in the lower suite will pay 30 percent of utilities.
- The tenant agrees to pay rent for March of \$800.00 by cash or certified cheque today March 03, 2014 by 6.30 p.m. The tenant understands if she does not pay rent today March 03, 2014 the landlord will serve the tenant with a further 10 Day Notice to End Tenancy for unpaid rent and a One Month Notice to End Tenancy for repeatedly late rent payments.
- Both parties agree that the tenancy agreement will be amended to show that this tenant will pay 70 percent of all future utility bills for Hydro and gas.

Conclusion

Both Parties have reached an agreement during the hearing and this agreement has been recorded by the Arbitrator pursuant to section 62 of the *Act*.

This agreement is in full, final and binding settlement of the tenants claim regarding unpaid rent and utilities.

The tenant is at liberty to file a new application concerning repairs to the unit, site or property, for an Order for the landlord to comply with the *Act* with regard to repairs and to reduce rent for repairs, services or facilities agreed upon but not provided.

The reminder of the tenant's application for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement is dismissed without leave to reapply.

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: March 04, 2014

Residential Tenancy Branch

