



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, MNDC, OLC, O, FF

Introduction

This hearing was scheduled to deal with a tenant's application to: dispute a rent increase; obtain orders for compliance and services or facilities; request compensation for damage or loss under the Act, regulations or tenancy agreement; and, other issues. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

After a considerable amount of testimony from both parties, over two hearing dates, the parties reached a mutual agreement to resolve their dispute. By way of this decision, I have recorded the terms of the mutual agreement.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

During the hearing, the parties mutually agreed upon the following terms in settlement of their dispute:

1. The landlord shall provide the tenants with an operational clothes dryer in their in-suite laundry room within three weeks of the date of this decision.
2. The landlord shall measure the temperature of the hot water coming from the tenants' faucet(s) after the shower has been running for at least 15 minutes and the landlord shall show the reading(s) to the tenant(s).
 - a. If the reading(s) are not adequate (see Note) the landlord shall take further action to ensure the tenants are provided hot water of an adequate temperature for a reasonable period of time.

- b. If the reading(s) are adequate the landlord is not required to take further action, although the parties may further negotiate raising the hot water tank setting if mutually agreeable terms can be reached.
3. The landlord withdraws the *Notice Terminating or Restricting a Service or Facility* issued on June 17, 2014 for the “TV room” and that room shall remain part of the rental unit for the tenants’ exclusive use.
4. The landlord shall vacate the small bedroom currently used for storage by the landlord no later than October 31, 2014 and provide the tenants with use of that room for their exclusive use.
5. The tenants shall perform routine yard maintenance on their half of the duplex property, including:
 - a. Regular grass cutting and trimming;
 - b. A reasonable amount of weeding;
 - c. Sweeping of the sidewalk;
 - d. Raking of leaves and tree debris including small branches with disposal in the “green” bin as capacity permits;
 - e. Setting aside larger tree branches and notification to the landlord of such (the landlord is responsible for disposal of larger tree branches).
6. The landlord shall provide a “weedeater” for the tenants to use at the property and the “weedeater” shall be stored in the common laundry room for shared use by the other tenant.
7. The landlord shall ensure the common laundry room is lockable and the tenants are permitted to store the gas container for the lawnmower in the common laundry room.
8. The rent shall remain at its current amount of \$1,430.80 until such time it is legally increased and the tenants’ withdraw their claim for compensation for overpaid rent and other damages or loss included in their Application for Dispute Resolution.

Note: the parties requested I provide a range of temperatures that are considered adequate to meet the landlord’s obligation to provide hot water. During the hearing, a range of temperatures was discussed; however, upon further consideration I have determined that hot water is to be stored at a temperature that is sufficient to kill bacteria that may live in the hot water tank and that in most Canadian cities the hot water tank is typically set at 60 degrees Celcius (140 F) to accomplish this. Therefore, an adequate setting for the hot water tank is such that provides a water temperature as close to 60C (140F) as possible.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record a settlement agreement in the form of a decision or order.

I have recorded and accepted the mutual agreement reached by the parties during this hearing and make the terms an Order to be binding upon both parties.

Although not discussed during the hearing, I order that the measuring of the hot water temperature required under term number 2. is to be accomplished on a mutually agreeable date and time within two weeks of the date of this decision.

For further clarification with a view to avoid the possibility of a future dispute, I order that the anniversary date for the last rent increase shall be the date of this decision. This means that an annual rent increase may not take effect prior to October 1, 2015.

Conclusion

The parties reached a mutual agreement in settlement of their dispute that I have recorded in this decision. I have made the terms an order to be binding upon the parties.

For purposes of a future rent increase, I have ordered that the “anniversary date” of the last rent increase is the date of 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: September 19, 2014

Residential Tenancy Branch

