



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      MNDC, RP, FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the *Act*") for a monetary order for compensation under the *Act*, regulation or tenancy agreement pursuant to section 67; an order to the landlord to make repairs to the rental unit pursuant to section 33; and authorization to recover the 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 their sworn testimony and to make submissions. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### Background and Evidence

This one year fixed term tenancy began on May 1, 2014 with a rental amount of \$1180.00 to be paid on the first of each month. The landlord holds a security deposit of \$590.00 paid by the tenant with respect to a previous tenancy on the premises beginning in 2011. The tenant currently pays 40% of the utility bills within the residential premises.

The landlord confirmed that he received a copy of the tenant's dispute resolution hearing package sent by the tenant by registered mail on January 3, 2015. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was deemed served with the tenant's dispute resolution hearing package including notice of this hearing on January 8, 2015. Both parties also confirmed receipt of one another's written evidence packages.

The tenant filed for dispute resolution on the basis that her rental unit is not heated sufficiently and that the landlords have failed to take the appropriate steps to rectify the issue. The landlord testified that they have provided service to the suite, including the fireplace on approximately 5 occasions with the goal to increase the level of heat within the rental unit. The landlord has also provided two portable heaters for the tenant to use within the rental unit.

The landlord has provided notice to the tenant that they will not continue her fixed term tenancy at its end on April 30, 2015. The landlord testified that they will be completing large-scale renovations to the unit to improve the quality of heat for future tenancies.

### Analysis

Pursuant to section 63 of the *Act*, the Arbitrator 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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

### **The Parties mutually agree as follows:**

1. The landlord agreed to reduce the tenant's utility payable portion from 40% to 25% for all utility bills from October 1, 2014 to April 30, 2015.
2. The tenancy will end, as scheduled by the fixed term agreement, on April 30, 2015, by which time the tenant agreed to have vacated the rental unit.
3. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

### Conclusion

To give effect to the settlement reached between these parties, I order that the landlord reduce the tenant's payable portion of utilities from October 1, 2014 to April 30, 2015 from 40% of the utility bills to 25% of the utility bills.

To further give effect to the settlement reached between these parties, I issue the attached Order of Possession effective April 30, 2015, to be used only in the event that the tenant does not vacate the rental unit in accordance with the agreement reached with the landlord at this hearing. The landlord is provided with this Order in the above terms and the tenant must be served with this Order as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: January 28, 2015

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Residential Tenancy Branch

