



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **AGREEMENT REACHED BETWEEN BOTH PARTIES**

### Dispute Codes

For the tenants – CNR, OLC, ERP, RP, LRE

For the landlord – OPR, MNR, FF

### Introduction

This hearing was convened by way of conference call in response to both parties' applications for Dispute Resolution. The tenants applied to cancel a 10 Day Notice to End Tenancy for unpaid utilities; for an Order for the landlord to comply with the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; for an Order for the landlord to make emergency repairs for health or safety reasons; for an Order for the landlord to make repairs to the unit, site or property; and an Order to suspend or set conditions on the landlords right to enter the rental unit. The landlord applied for an Order of Possession for unpaid utilities; for a Monetary Order for utilities; and to recover the filing fee from the tenants for the cost of this application.

At the outset of the hearing the landlord withdraws the 10 Day Notice to End Tenancy and his application in its entirety.

Through the course of the hearing the landlord and the tenants came to an agreement in settlement of the tenants' claims.

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 agreed to repair the broken bedroom window and provide his labour for this repair. The landlord also agreed to provide the tenants with a receipt showing the cost of the window and to ensure the repair is completed on or before April 11, 2015;
- The tenants agreed the landlord could deduct the cost of the bedroom window from their security deposit at the end of the tenancy;
- The landlord agreed to uphold the tenants right to quiet enjoyment of the rental unit;
- The landlord agreed to provide the tenants with copies of the landlords utility bills received for the warehouse on the property to proof to the tenants that hydro to the warehouse is not on the tenants hydro meter.

### 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' application.

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 11, 2015

---

Residential Tenancy Branch

