



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenants for: money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement; for the Landlord to comply with the Act, regulation or tenancy agreement; and to recover the filing fee.

Both Tenants and the Landlord appeared for the hearing and no issues were raised by any of the parties in relation to the service of the Tenants’ Application and the parties’ evidence in accordance with the Act and Rules of Procedure.

The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided.

The Tenants had made the Application because they were unsure whether they should be paying for the sewer component of their water bill; the water bill was payable by the Tenants pursuant to a signed written tenancy agreement and an addendum which required them to pay 60% of the water bill. The Tenants had applied to recover past sewer costs as part of their monetary claim. The Tenants also applied to recover costs of repairs that they had completed during this tenancy which were claimed to be the Landlord’s responsibility.

As part of their monetary claim, the Tenants had also applied to recover mailing costs for the service of their Application and evidence. The Tenants were informed that these costs as not awarded in dispute resolution proceedings as they are costs that must be borne by each party. Therefore, this portion of their monetary claim was dismissed.

At the conclusion of the hearing, I offered the parties an opportunity to settle this matter by way of mutual agreement in an effort to continue this tenancy on a successful basis.

The parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of the dispute.

Analysis & Conclusion

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. The parties agreed to the following terms and conditions to settle the Tenants' Application as follows:

- The Tenants are responsible for paying 60% of the water utility bills which **includes** the sewer component.
- The utility bills in this tenancy must be presented to the Tenants in a timely fashion for payment and payment must be made thereafter.
- The Landlord agreed that the Tenants can deduct \$75.04 from their next installment of rent to satisfy their monetary claim for repairs completed by the Tenants during this tenancy.
- The parties are responsible to repair and maintain the rental unit pursuant to Section 32 of the Act which states the following:

Landlord and tenant obligations to repair and maintain

32 (1) A landlord must provide and maintain residential property in a state of decoration and repair that

(a) complies with the health, safety and housing standards required by law, and

(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

(4) A tenant is not required to make repairs for reasonable wear and tear.

(5) A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

If any repairs issues arise in this tenancy, the Tenants must put the Landlord on notice of the repairs in writing and give the Landlord a reasonable time and opportunity for the Landlord to remedy the matter. If the Landlord fails to remedy the issue(s) the Tenants may apply for dispute resolution for the Landlord to make the repairs and/or seek monetary compensation.

In an effort to prevent any further repair issues arising from this tenancy, I point the parties to Policy Guideline 1 to the Act which provides extensive guidance on a landlord's and tenant's responsibilities for residential premises. I have also attached a copy of this guideline to both parties copy of this decision. The parties are encouraged to read this document carefully and follow the guidelines set within.

The parties confirmed their voluntary agreement on the above conditions both during and at the conclusion of the hearing. As both parties worked together to come to mutual agreement, I dismiss the Tenants' request to recover the filing fee. This file is now closed.

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 25, 2016

Residential Tenancy Branch

