



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O

Introduction

This hearing was scheduled to deal with a tenant's application to resolve a dispute involving the tenant's obligation to pay for electricity to the landlord. 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.

At the outset of the hearing the landlord indicated that he had received the tenant's hearing documents only a few days prior to this hearing and he requested the hearing be adjourned. The tenant wished to proceed as scheduled. The Rules of Procedure provide that in considering a request for adjournment I must consider the actions or neglect of the party seeking the adjournment. Upon hearing from both parties, I determined that the tenant had sent the hearing documents to the landlord within three days of filing and in a manner that complies with the Act. The landlord submitted that he is a very busy person and acknowledged that he does not have very much time to deal with these matters. The landlord acknowledged that he may benefit from the services of a property manager and indicated that he is in the process of seeking one. Upon consideration of these factors I was of the view that the landlord's request for adjournment is largely due to the landlord's choices as to how he allocates his time and not enlisting the services of an agent if he does not have the time to fulfill his obligations as a landlord. Accordingly, I denied the request for adjournment and I informed the parties that the hearing would proceed as scheduled.

During the hearing the parties turned their minds to resolving this dispute by way of a settlement agreement. I have recorded the terms agreed upon by way of this decision and the Orders that accompany it.

Issue(s) to be Decided

What are the terms of settlement?

Background and Evidence

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

1. The tenancy shall end on March 31, 2016.
2. No later than March 31, 2016 the tenants shall pay to the landlord \$1,000.00 in full satisfaction of any and all electricity charges they owe to the landlord at this time and until their tenancy ends. This amount is in addition to the \$395.00 the tenants have already paid to the landlord for electricity. The landlord is now precluded from pursuing the tenants for any other electricity charges.

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

In recognition of the terms of settlement I provide the landlord with an Order of Possession with an effective date of March 31, 2016. I also provide the landlord with a Monetary Order in the amount of \$1,000.00. These orders are issued to ensure the terms of settlement are fulfilled and the landlord is at liberty to serve and enforce the orders as appropriate.

Conclusion

The parties reached a settlement agreement in resolution of their dispute that I have recorded by way of this decision. In recognition of the settlement agreement, the landlord has been provided an Order of Possession and a Monetary Order.

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 17, 2016

Residential Tenancy Branch

