



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, O, DRI, FF

Introduction

This hearing dealt with applications from both the landlords and the tenants under the *Residential Tenancy Act* (the *Act*). The landlords applied for:

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;

The tenants' application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order regarding a disputed additional rent increase pursuant to section 43;
- authorization to recover their filing fee for this application from the landlords pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed receipt of the notice of hearing package and the submitted documentary evidence provided by the other party. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am sufficiently satisfied that both have been served as per section 90 of the Act.

Issue(s) to be Decided

Are the landlords entitled to a monetary order for unpaid utilities and money owed or compensation for damage or loss?

Are the tenants entitled to a monetary order for money owed or compensation for damage or loss and recovery of the filing fee?

Are the tenants entitled to an order regarding a disputed additional rent increase?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the both the tenants' claim and the landlords' cross claim and my findings around each are set out below.

The landlords seeks a monetary claim of \$4,438.70 regarding unpaid utilities (\$2,548.70) and damages (\$1,890.00).

The tenants seek a determination on rent increases agreed to by both parties from 2011 to 2017 and a monetary claim for recovery of the overpaid rent of \$5,400.00.

Analysis and Conclusion

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed that for all future rent increases the landlord will comply with the Act by completing in the approved form a Notice of Rent Increase.

Both parties agreed to split in a 50/50 share of the electrical repairs of \$1,890.00. As such, both parties agreed that the tenants shall pay \$100.00 per month until the balance is paid in full for the tenants' share of \$945.00.

Both parties agreed that the tenants owed utility arrears of \$2,166.02. Both parties agreed that for the remaining disputed utility invoices totalling, \$282.00, the landlords shall obtain and copy the two invoices and provide them to the tenants for payment. The tenants agreed that upon receipt of the 2 invoices that this disputed \$282.00 utility arrears shall form part of the total utility arrears totalling, \$2,448.02. Both parties agreed that the tenants shall pay \$250.00 per month until the balance is paid in full.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

In order to implement the above settlement reached between the parties, I issue a monetary order in the landlords' favour in the amount of \$3,393.02. I deliver this Order to the landlords in support of the above agreement for use in the event that the tenant(s) do not abide by the terms of the above settlement. The landlord is provided with this

Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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: April 27, 2017

Residential Tenancy Branch