



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, OLC, PSF

### Introduction

This hearing was scheduled to deal with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated May 3, 2017 ("10 Day Notice"), pursuant to section 46;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 62; and
- an order requiring the landlord to provide services or facilities required by law, pursuant to section 65.

"Landlord RS," the landlord's agent SS ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. Landlord RS confirmed that the landlord was her husband and had permission to speak on her behalf at this hearing, as she had another meeting to attend to during the hearing. This hearing lasted approximately 34 minutes in order to allow both parties to negotiate a full settlement of the tenant's application.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

The landlord confirmed that the tenant was not served with the landlord's written evidence package. The tenant confirmed she did not receive any of the landlord's written evidence. I informed both parties that I could not consider it because it was not served as required by the Residential Tenancy Branch Rules of Procedure. In any event, I was not required to consider it because the parties settled the matter between themselves.

### 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 and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed this tenancy will continue as per the terms of the original written tenancy agreement until it is ended in accordance with the *Act*;
2. The landlord agreed that the landlord's 10 Day Notice, dated May 3, 2017, is cancelled and of no force or effect;
3. The tenant agreed to pay rent to the landlord by the first day of each month, as per the parties' written tenancy agreement;
4. The landlord agreed to provide the tenant with receipts for rent paid each month for the remainder of this tenancy;
5. The landlord agreed to provide the tenant with receipts for past rent paid for April and May 2017;
6. The landlord agreed to provide the tenant with a receipt for the past payment of the security deposit of \$850.00;
7. The tenant agreed to pay the landlord \$850.00 for the remainder of May 2017 rent and \$1,700.00 for June 2017 rent by June 24, 2017 and the landlord agreed to provide the tenant with rent receipts for the above payments;
8. The tenant agreed to pay for all utilities, including hydro and gas, at the rental unit for the remainder of this tenancy, as per clause 15 of the parties' written tenancy agreement;
9. The landlord agreed to provide the tenant with a copy of the gas bill for the rental unit for May 2017 and the tenant agreed to reimburse the landlord for the gas cost paid on her behalf in the amount of \$125.55 by June 24, 2017;
10. The tenant agreed to reimburse the landlord or the utilities companies for any past due amounts that she has not previously paid for gas and/or hydro utilities at the rental unit from April 1, 2017 onwards;
11. The tenant agreed to transfer the gas utilities for this rental unit from the landlord's name to the tenant's name;
12. Both parties agreed to meet on June 24, 2017, in order to facilitate the above rent and utilities payments and to conduct a move-in condition inspection and report;

13. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application.

These particulars comprise a final settlement of all aspects of this dispute. Both parties affirmed that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties affirmed that they understood that the settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute.

### Conclusion

I order both parties to comply with the above settlement terms.

The landlord's 10 Day Notice, dated May 3, 2017, is cancelled and of no force or effect.

I order that this tenancy continues on the terms of the original written tenancy agreement until it is ended in accordance with the *Act*.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$2,675.55. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to pay the landlord \$2,675.55 as per the above agreement. The tenant must be served with a copy of this Order. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order 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: June 23, 2017

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Residential Tenancy Branch