



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF, O

Introduction

This hearing was convened by way of conference call in response to the Tenants' Application for Dispute Resolution (the "Application") filed on December 12, 2016 for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation, or tenancy agreement; to recover the filing fee from the Landlords; and for "Other" non-disclosed issues.

Both parties appeared for the hearing and provided affirmed testimony. The Landlords confirmed receipt of the Tenants' Application and the parties confirmed receipt of each other's documentary evidence which was served prior to the hearing. 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.

During the hearing, I referred the parties to Section 6(c) of the Act which states that a term of a tenancy agreement is not enforceable if the term is inconsistent with the Act or the regulations or the term is unconscionable. In addition Policy Guideline 1 on tenant and landlord responsibilities states under the heading of "Shared Utility Service":

"A term in a tenancy agreement which requires a tenant to put the electricity, gas or other utility billing in his or her name for premises that the tenant does not occupy, is likely to be found unconscionable as defined in the Regulations."

[Reproduced as written]

Section 63 of the Act enables an Arbitrator to 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. Accordingly, after the parties had finished providing their evidence and submissions to me, I invited them to settle the matter between them by mutual resolution on a voluntary basis.

As a result, the Landlords put forward an offer to pay the Tenants the compensation they had requested.

Settlement Agreement

The Landlords agreed to pay the Tenants **\$907.67** in full satisfaction of the Tenants' Application. The Tenants are issued with a Monetary Order for this amount which is enforceable in the Small Claims Divisions of the Provincial Court as an order of that court **if** the Landlords fail to make payment by June 30, 2017.

The Landlords are cautioned to retain documentary evidence of payment made to meet the terms and conditions of the above agreement. This agreement and order is fully binding on the parties. The parties confirmed their agreement and understanding to this voluntary settlement agreement both during and at the conclusion of the hearing. 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 Act.

Dated: June 12, 2017

Residential Tenancy Branch