



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, LAT, LRE, MNDC, OLC, FF (Tenant's Application)
 OPC (Landlord's Application)

This hearing convened as a result of cross applications. In the Tenant's Application for Dispute Resolution the Tenant requested the following relief:

- an Order cancelling a 1 Month Notice to End Tenancy for Cause;
- authority to change the locks on the rental unit;
- an Order restricting the Landlords' right to enter the rental unit;
- monetary compensation from the Landlords for the cost of utilities;
- an Order that the Landlords comply with the *Residential Tenancy Act*, the *Regulation*, or the tenancy agreement; and,
- to recover the filing fee.

The Landlords requested the following relief:

- an Order of Possession based on the 1 Month Notice to End Tenancy for Cause;
- monetary compensation for damage to the rental unit;
- authority to retain the Tenant's security deposit; and,
- recovery of the filing fee.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

Settlement and Conclusion

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims.

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.

The terms of their settlement follow.

Settlement and Conclusion

1. The tenancy shall end and the Tenant shall vacate the rental unit by no later than 1:00 p.m. on January 31, 2017.
2. The Landlords are granted an Order of Possession effective January 31, 2017. The Landlord must serve the Order on the Tenant as soon as possible and may, if necessary, file and enforce the Order in the B.C. Supreme Court.
3. The parties agree the Landlords may attend the rental unit for the purposes of inspecting the unit, and discussing with the Tenant any required repairs, on the following dates:
 - a. December 4, 2017 at 11:00 a.m.; and,
 - b. January 8, 2018 at 1:00 p.m.

Should the parties not agree on the repairs required, or the tasks and associated cost required to address those repairs, they may make further application to the Residential Tenancy Branch for related Orders.

All other claims arising from the parties' respective applications are dismissed with leave to reapply, including but not limited to the Landlords' request for compensation for damage to the rental unit and the Tenant's claim for compensation for utility charges.

The parties were reminded of the following guidelines with respect to changes to the rental unit and utility services. *Residential Tenancy Branch Policy Guideline 1: Landlord & Tenant Responsibility for Residential Premises* provides in part as follows:

RENOVATIONS AND CHANGES TO RENTAL UNIT

1. Any changes to the rental unit and/or residential property not explicitly consented to by the landlord must be returned to the original condition.
2. If the tenant does not return the rental unit and/or residential property to its original condition before vacating, the landlord may return the rental unit and/or residential

property to its original condition and claim the costs against the tenant. Where the landlord chooses not to return the unit or property to its original condition, the landlord may claim the amount by which the value of the premises falls short of the value it would otherwise have had.

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PROPERTY MAINTENANCE

1. The tenant must obtain the consent of the landlord prior to changing the landscaping on the residential property, including digging a garden, where no garden previously existed.
2. Unless there is an agreement to the contrary, where the tenant has changed the landscaping, he or she must return the garden to its original condition when they vacate.

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SHARED UTILITY SERVICE

1. 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 unconscionable⁵ as defined in the Regulations.
2. If the tenancy agreement requires one of the tenants to have utilities (such as electricity, gas, water etc.) in his or her name, and if the other tenants under a different tenancy agreement do not pay their share, the tenant whose name is on the bill, or his or her agent, may claim against the landlord for the other tenants' share of the unpaid utility bills.

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: November 20, 2017

Residential Tenancy Branch