



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FF

Introduction

This hearing dealt with the tenants' 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 August 17, 2017 ("10 Day Notice"), pursuant to section 46; and
- authorization to recover the filing fee for this application, pursuant to section 72.

"Tenant JS" and the two landlords did not attend this hearing. Tenant RS ("tenant") and the landlords' agent DC ("landlord") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The tenant confirmed that she had authority to speak on behalf of her husband, tenant JS who is named in this application, as an agent at this hearing. The landlord confirmed that he was the property manager for the two landlords named in this application and that he had authority to speak on their behalf, as an agent at this hearing.

This hearing lasted approximately 87 minutes in order to allow both parties to negotiate a full settlement of this application and due to repeated interruptions and changes to the settlement by the landlord.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package and the tenant confirmed receipt of the landlords' written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that both landlords were duly served with the tenants' application and both tenants were duly served with the landlords' written evidence package.

The tenant confirmed receipt of the landlords' 10 Day Notice. The effective move-out date on the notice is August 28, 2017. In accordance with sections 88 and 90 of the *Act*, I find that both tenants were duly served with the landlords' 10 Day Notice.

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 an order. 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 that the tenants will pay the landlords for the “metered water – residential” portion only of the metered utility bills for this rental unit, in addition to the monthly rent, for the period from December 1, 2016 until the end of this tenancy;
 - a. Both parties agreed that the tenants are not required to pay the landlords for any other costs in the metered utility bills such as the sewer, maintenance, blue box, garbage, drainage/dyking, or waste management;
 - b. The landlords are required to provide the tenants with a copy of all metered utility bills from July 1, 2017 until the end of this tenancy, before demanding payment from the tenants;
2. Both parties agreed that the tenants will pay the landlords \$137.39, which covers all metered water residential usage at the rental unit, from December 1, 2016 to June 30, 2017, by way of a cheque to be mailed out by November 20, 2017;
3. Both parties agreed that the tenants will continue paying for the hydro, gas, cable, internet, and telephone at the rental unit, in addition to the monthly rent;
4. Both parties agreed that the tenants will not be required to vacate the rental unit at the end of the fixed term tenancy on November 30, 2017, as per the parties’ written tenancy agreement;
5. Both parties agreed that this tenancy will continue after November 30, 2017, for a fixed term from December 1, 2017 to January 31, 2018 and then the parties will decide whether they want to continue the tenancy after January 31, 2018 on a month-to-month basis or another fixed length of time;
6. The landlords agreed that their 10 Day Notice, dated August 17, 2017, is cancelled and of no force or effect;
7. The tenants agreed to bear the cost of the \$100.00 filing fee paid for this application;
8. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute. Both parties confirmed their agreement and understanding that they had the authority to settle this application on behalf of the parties that they were representing as agents at this hearing.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlords' favour in the amount of \$137.39. I deliver this Order to the landlords in support of the above agreement for use **only** in the event that the tenants fail to pay the landlords \$137.39 as per condition #2 of the above agreement. The tenants must be served with a copy of this Order. Should the tenants 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.

The landlords' 10 Day Notice, dated August 17, 2017, is cancelled and of no force or effect. The tenants must bear the cost of the \$100.00 filing fee paid for this application.

I order that this tenancy continues after November 30, 2017, for a fixed term from December 1, 2017 to January 31, 2018 after which the parties will agree whether they want to continue on a month-to-month basis or another fixed length of time.

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