



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, OLC, PSF, LRE, OPT, LAT, FF

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order regarding a disputed additional rent increase, pursuant to section 43;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 62;
- an order requiring the landlord to provide services or facilities required by law, pursuant to section 65;
- an order to suspend or set conditions on the landlord's right to enter the rental unit, pursuant to section 70;
- an Order of Possession of the rental unit, pursuant to section 54;
- authorization to change the locks to the rental unit, pursuant to section 70; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord, the landlord's agent 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. This hearing lasted approximately 45 minutes in order to allow both parties to negotiate a full settlement of this application.

The landlord's agent confirmed that he had authority to speak on behalf of the landlord named in this application, at this hearing. The landlord did not testify at this hearing but he was present with the landlord's agent and the landlord's agent was confirming all of the below settlement terms with the landlord throughout the hearing, to which the landlord affirmed his agreement. The tenant confirmed that he had permission to speak on behalf of the other two tenants, his wife and daughter, named in this application, at this hearing.

The landlord's agent confirmed receipt of the tenants' 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 tenants' application.

Settlement Terms

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 that this tenancy will end by 1:00 p.m. on July 1, 2018, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlord agreed to abide by section 29 of the *Act* by providing the tenants with 24 hours' written notice prior to entering the rental unit;
3. The landlord agreed to close, lock and secure any doors, windows and other entry/exit points, when exiting the rental unit;
4. The landlord agreed to reimburse the tenants for 50% of the gas bill costs at the rental property according to the following terms:
 - a. the reimbursement will be for the period from November 1, 2017 to July 1, 2018;
 - b. the tenants will first provide the landlord with a copy of the gas bills before the landlord reimburses the tenants;
 - c. the tenants may apply for a monetary order at the Residential Tenancy Branch ("RTB"), if the landlord fails to reimburse them according to the above terms;
5. The landlord agreed to reimburse the tenants a total of \$2,700.00 according to the following terms:
 - a. this is a refund of the additional rent paid by the tenants pursuant to an illegal rent increase issued by the landlord from May 2017 to January 2018, of \$300.00 per month for each of the nine months;
 - b. the tenants will be given a rent reduction to enforce this monetary amount as per the following terms:
 - i. the tenants are not required to pay any rent of \$1,000.00 to the landlord for February and March 2018;

- ii. the tenants are only required to pay \$300.00 towards rent for April 2018, as they are not required to pay the remaining \$700.00;
- 6. Both parties agreed that the tenants are still required to pay the landlord rent of \$1,000.00 for each month in May and June 2018;
- 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 at this hearing.

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 that they agreed and understood that this settlement was binding upon the other parties named in this application and that they had the authority to make this agreement on their behalf.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on July 1, 2018. The tenant(s) must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on July 1, 2018. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I declare that the rent for this rental unit remain at \$1,000.00 for the remainder of this tenancy ending on July 1, 2018. I order the tenants to reduce their rent due to the landlord by \$1,000.00 for each of February and March 2018, and by \$700.00 for April 2018, such that the tenants do not owe any rent to the landlord for February and March 2018 and only owe \$300.00 to the landlord for April 2018 rent.

The tenants must bear the cost of the \$100.00 filing fee paid for this application. I order the landlord to abide by section 29 of the *Act* by providing the tenants with 24 hours' written notice prior to entering the rental unit.

I order the landlord and any of his agents to close, lock and secure any doors, windows and other entry/exit points, when exiting the rental unit.

I order the landlord to reimburse the tenants for 50% of the gas bill costs at the rental property from November 1, 2017 to July 1, 2018 after the tenants first provide the landlord with a copy of the above bills. The tenants may apply for a monetary order at the RTB, if the landlord fails to reimburse them according to the above terms.

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: January 12, 2018

Residential Tenancy Branch