



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes                      CNR, FFT, MNDCT, OLC

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenants on February 8, 2018 (the "Application"). The Tenants applied to dispute a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated February 8, 2018 (the "10 Day Notice"). The Tenants also sought: an order that the Landlord comply with the *Residential Tenancy Act* (the "*Act*"), *Residential Tenancy Regulation* (the "*Regulations*") and/or the tenancy agreement; compensation for monetary loss or other money owed; and reimbursement of the filing fee.

Both Tenants and the Co-landlord appeared for the hearing and provided affirmed testimony. The Co-landlord provided the correct spelling of the last name of her and the Landlord (the "Landlords") and this is reflected in the style of cause. The hearing process was explained to the parties and they had no questions about the proceedings. The Co-landlord confirmed receipt of the Tenants' Application and evidence served prior to the hearing. The Tenants confirmed receipt of the Landlords' evidence served prior to the hearing. Both parties confirmed they had a chance to review the evidence of the other party.

The parties had entered into a written tenancy agreement in relation to the rental unit. The Tenants moved into the rental unit on September 24 or 25, 2017. The Tenants started paying rent as of October 1, 2017. This was a month-to-month tenancy with a monthly rent of \$1,250.00 due on the first day of each month.

At the outset of the hearing, I asked the parties if they were interested in discussing settlement. I did this pursuant to section 63 of the *Act* which allows an arbitrator to assist the parties to settle their dispute. 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.

I explained to the parties that settlement discussions are voluntary. I told the parties they did not have to discuss settlement. I told the parties that if they discussed settlement but did not come to an agreement, that was fine and I would continue with the hearing and decide the

matter. I told the parties that if an agreement was reached, I would write out the agreement in my decision and it would be final and legally binding. The parties agreed to discuss settlement. A discussion occurred between the Tenants, Co-landlord and me. All issues raised in the Application were addressed and resolved.

Prior to ending the hearing, I confirmed with each party the issues that had been resolved prior to the hearing and the issues that would be included in the settlement agreement. I confirmed the terms of the settlement agreement with each party. Each party confirmed that all issues had been covered. Each party confirmed they were agreeing to the settlement voluntarily and without pressure from the other party or me. I explained to the parties that the settlement would be final and legally binding meaning that neither the Tenants nor the Landlords could change their minds about the agreement once finalized. The parties stated they understood this. None of the parties had any final questions when asked.

The Tenants wanted the tenancy to continue and the Co-landlord agreed to it continuing.

The Tenants confirmed that the request in the Application for the Landlord to comply with the *Act, Regulations* and/or tenancy agreement was a request for the Landlord to provide receipts for rent paid in cash. The Tenants advised this issue had been resolved prior to the hearing and did not need to be addressed in the settlement agreement. I would note that, pursuant to section 26(2) of the *Act*, a "landlord must provide a tenant with a receipt for rent paid in cash" (emphasis added).

The Tenants withdrew their request for reimbursement of the filing fee.

The Tenants agreed to be responsible for paying the utilities moving forward. The Tenants withdrew their request for compensation for the \$247.39 they paid for the utility bill for the period of October 1, 2017 to December 31, 2017.

#### Settlement Agreement

The Tenants and the Landlords agree as follows:

1. The tenancy will continue. The 10 Day Notice is cancelled.
2. The Tenants withdraw their request for an order that the Landlords comply with the *Act, Regulations* and/or the tenancy agreement.
3. The Tenants withdraw their claim for reimbursement of the filing fee.
4. The Tenants are responsible for paying utilities including water, sewer, garbage and yard recycling (the "Utilities"). The Tenants will pay for the Utilities moving forward.

5. The Landlords will provide the Utilities bill to the Tenants as soon as the Landlords receive the Utilities bill.
6. The Tenants will pay the Utilities bill provided by the Landlords either to the Landlords or to the City of Vernon on or before the due date on the Utilities bill. If the Tenants pay the Utilities bill directly to the City of Vernon, they will provide the Landlords with a receipt showing the payment has been made as soon as it is made. If the Tenants pay the Landlords directly for the Utilities bill, the Landlords will provide a receipt for that payment.
7. The Tenants withdraw their claim for the \$247.39 they paid to the City of Vernon for the Utilities bill for the period of October 1, 2017 to December 31, 2017.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute. Further to the settlement agreement, the 10 Day Notice is cancelled.

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: April 17, 2018

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Residential Tenancy Branch