



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PEMBERTON HOLMES LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC, FFT

### Introduction

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

- an order requiring the landlords to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for this application, pursuant to section 38.

The landlords' agent ("landlord") 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. The landlords' agent confirmed that she had permission to speak on behalf of the landlord company named in this application as well as the landlord owner at this hearing (collectively "landlords"). This hearing lasted approximately 39 minutes.

The landlord confirmed receipt of the tenant's 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 the landlords were duly served with the tenant's application and the tenant was duly served with the landlords' written evidence package.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to add the name of the landlord company since it manages the rental unit on behalf of the landlord owner. Both parties consented to this amendment during the hearing.

### 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. The tenant agreed to pay the landlords \$22.00 per month for the cost of hydro electricity in the rental unit retroactive to July 1, 2018 and for the remainder of this tenancy;
  - a. Both parties agreed that if the landlords want to change the above amount, they will meet with the tenant, reconcile the hydro bills and both parties will attempt to reach a settlement agreement on a new amount;
2. The landlords agreed to pay the tenant \$164.00 by way of a cheque by September 21, 2018;
  - a. Both parties agreed that \$114.00 represents a refund of the \$38.00 per month overpayment in hydro electricity that the tenant paid to the landlords between July 1 and September 30, 2018;
  - b. Both parties agreed that \$50.00 represents a reimbursement of half the filing fee that the tenant paid for this application;
3. The tenant agreed to bear the cost of \$50.00, which represents half the filing fee paid for this application;
4. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute. 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.

### Conclusion

In order to implement the above settlement reached between the parties and advised to both parties during the hearing, I issue a monetary Order in the tenant's favour in the amount of \$164.00 against the landlords. I deliver this Order to the tenant in support of the above agreement for use only in the event that the landlords do not abide by condition #2 of the above monetary agreement. The landlords must be served with a copy of this Order as soon as possible after a failure to comply with condition #2 of the above monetary agreement. Should the landlords 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 tenant must bear the cost of \$50.00, which represents half the filing fee paid for this application.

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: September 14, 2018

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Residential Tenancy Branch