



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      Tenant: CNR, MNDCT, OLC, PSF      Landlord: OPU, MNRL, FFL

### Introduction

On August 17, 2018, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) to cancel a 10-day Notice to End Tenancy for unpaid utilities, to request an order for the Landlord to comply, to order the Landlord to provide services or facilities and for a Monetary Order for damages or compensation.

On August 21, 2018, the Landlord submitted an Application for Dispute Resolution under the Act. The Landlord requested an Order of Possession for unpaid utilities, a Monetary Order to recover the cost for unpaid utilities, and to be compensated for the cost of the filing fee. The Landlord’s Application was crossed with the Tenant’s Application and the matter was set for a participatory hearing via conference call.

The Landlord and Tenant attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

### Preliminary Matters

At the beginning of the hearing, the Tenant testified that he moved out of the rental unit on September 30, 2018. The Tenant withdrew their claim to cancel the Notice to End Tenancy, the request to order the Landlord to comply and to order the Landlord to provide services or facilities. The Tenant wished to pursue his monetary claim for overpayment of utilities during his tenancy.

As a result of the Tenant moving out of the rental unit, the Landlord withdrew his claim for an Order of Possession for the rental unit. The Landlord wished to pursue his monetary claim for an unpaid hydro bill and the return of the filing fee.

In accordance with Section 64(3) of the Act, I have amended the parties' Applications by only including their monetary claims.

Section 63 of the Act allows an Arbitrator to 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 include an Order. Accordingly, I assisted the parties to resolve this dispute by helping them negotiate terms for a Settlement Agreement with the input from both parties.

### Settlement Agreement

The Landlord and Tenant confirmed during the hearing that this agreement was made voluntarily and that it was made in full satisfaction of both the Tenant's and the Landlord's Applications.

1. The Landlord agrees to withdraw his monetary claim for compensation for an unpaid hydro bill.
2. The Tenant agrees to withdraw his claim for compensation for overpayment of utilities.
3. The Landlord agrees to pay the Tenant \$1,000.00. This amount represents the return of the Tenant's security deposit and acknowledges compensation for overpayment of utilities.
4. The parties agree that there will be no further claims made or Applications for Dispute Resolution in regard to this tenancy.
5. These Applications are now closed.

This agreement was summarized for the parties on two occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms. The Landlord and the Tenant both acknowledged that they understood they were not required to enter into this agreement and that they understood the agreement was final and binding.

As the above terms were made as a result of the parties finding consensus, I am not authorizing any awards regarding the filing fees.

### Conclusion

The above Settlement Agreement is made in full satisfaction of both the Tenant's Application and the Landlord's Application.

I grant the Tenant a Monetary Order for the amount of \$1,000.00, in accordance with Section 67 of the Act. In the event that the Landlord does not comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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: October 04, 2018

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Residential Tenancy Branch