



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WOODSMERE HOLDINGS CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, RR, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order for compensation for loss under the *Act*, for a rent reduction and for the recovery of the filing fee. Both parties attended this hearing and were given full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant represented himself and the landlord was represented by their agent.

As both parties were in attendance I confirmed service of documents. The landlord confirmed receipt of the tenant's evidence and stated that he had not filed any evidence of his own. I find that the landlord was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be Decided

Is the tenant entitled to compensation?

Background and Evidence

The tenancy started on December 01, 2018 for a fixed term of one year ending November 30, 2019. The apartment building is brand new and the landlord included the cost of heat in the monthly rent of \$1,648.00. The landlord stated that just prior to the start of tenancy, he was forced to change the term regarding the payment of utilities, to accommodate the late information provided by the utility company. The tenant signed the new agreement with the amended terms and proceeded to pay the cost of utilities as specified in the new agreement. The tenant requested the landlord for compensation for the additional cost of utilities as compared with the first agreement he had signed.

The parties made an attempt to resolve the issue, prior to the hearing but were unsuccessful. During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order. During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The landlord agreed to pay the tenant \$410.00, in full and final settlement of all claims against the tenant regarding the payment of utilities for the duration of the fixed term lease, ending November 30, 2019.
2. The tenant agreed to accept \$410.00 in full and final settlement of all claims against the landlord regarding the payment of utilities for the duration of the fixed term lease. A monetary order in this amount will be granted to the tenant.
3. Both parties stated that they understood and agreed that the above particulars comprise full and final settlement of all aspects of this dispute for both parties.

Pursuant to the above agreement, I grant the tenant an order under section 67 of the *Residential Tenancy Act* for the amount of \$410.00. If the landlord does not comply, this order may be filed in the Small Claims Court and enforced as an order of that Court.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

Conclusion

I grant the tenant a monetary order in the amount of **\$410.00**.

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: June 03, 2019

Residential Tenancy Branch