



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ASCENT REAL ESTATE MANAGEMENT CORPORATION 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 landlord 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 72.

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 30 minutes.

The landlord's agent and the tenant provided their names, spelling, and email addresses for me to send this decision to both parties after the hearing.

The landlord's agent stated that she is a property manager for the landlord company ("landlord") named in this application. She said that the landlord is the agent for the owner. She explained that the owner owns the rental unit. She confirmed the rental unit address.

At the outset of this hearing, I informed both parties that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure*. Both the landlord's agent and the tenant separately affirmed, under oath, that they would not record this hearing.

At the outset of this hearing, I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

I informed both parties that I could not provide legal advice to them, and they could hire lawyers to obtain legal advice, if they want to do so. I informed them that I could not make decisions or issue settlement orders involving other parties, their tenancies, or their rental units, particularly as it relates to the other occupants living in the upper portion of the same house as the tenant. I notified them that I could only deal with the tenant's application at this hearing, since no other parties filed applications to be heard at this hearing.

The landlord's agent confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's evidence. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's evidence.

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, except for the filing fee.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time, except for the filing fee:

1. The landlord agreed to provide the tenant with all utility invoices for the rental unit and the tenant agreed to pay for these invoices upon receipt from the landlord;
 - a. The landlord agreed to provide gas utility invoices to the tenant, on a monthly basis, as received from the gas company;
 - b. The landlord agreed to provide hydro utility invoices to the tenant, every two months, as received from the hydro company;
2. The landlord agreed to refund the tenant for all the late fees that the tenant paid for gas and hydro utilities over the last two years, since the landlord took over as property management for this rental unit;

3. The landlord agreed to provide the tenant with all gas and hydro utility invoices for the rental unit since the beginning of the tenant's tenancy on August 15, 2014 to the present date, if the landlord is able to obtain same from the gas and hydro companies, after requesting same from them;
4. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing, except for the filing fee.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties, except for the filing fee. 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, except for the filing fee.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 30-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties affirmed that they fully understood the above settlement terms and were agreeable to them.

Filing Fee

Both parties were unable to settle the tenant's application to recover the \$100.00 filing fee. The tenant asked that I make a decision about it.

The filing fee is a discretionary award usually issued by an Arbitrator after a full hearing on the merits of the applicant's application and a decision is made. Both parties settled this application, and I was not required to conduct a full hearing or make a decision on the merits of the tenant's application. Accordingly, I dismiss the tenant's application to recover the \$100.00 filing fee, without leave to reapply. I informed the tenant about my decision and the above information during this hearing. She confirmed her understanding of same.

Conclusion

I order both parties to comply with all of the above settlement terms.

The tenant's application to recover the \$100.00 filing fee is dismissed without leave to reapply.

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: February 11, 2022

Residential Tenancy Branch