



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, RR, PSF, OLC, FFT

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution. A participatory hearing, by teleconference, was held on August 23, 2022. The Tenants applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

Both parties attended the hearing and provided affirmed testimony. Each party confirmed receipt of each other's documentary evidence.

Preliminary and Procedural Matters

The Tenants applied for multiple remedies under the *Act*, some of which were not sufficiently related to one another.

Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues before me at the start of the hearing, I determined that the most pressing and related issues before me deal with the Tenants' request for the following ground:

- I want the landlord to comply with the Act, regulation and/or the tenancy agreement

This portion of the Tenants' application focused on their request to resolve an issue with the utility amounts and billing structure in the tenancy agreement.

I exercised my discretion to dismiss, with leave to reapply, all of the other remaining grounds on the Tenants' application.

Settlement Agreement

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 or an order.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision and an Order:

- The parties agree to amend and alter the Tenancy Agreement as follows:
 - cancel and remove clause #10 from the addendum to the Tenancy Agreement (document dated July 3, 2020).
 - Effective October 1, 2022, rent will be \$1,920.00, due on the first of the month, and will include all utilities previously selected on the original Tenancy Agreement.
- Initially, the Landlord was seeking \$498.00 to cover the Tenants' portions of the utility bill overages from the past several months/years. However, both parties agree that the Landlord will forgive the \$498.00 in pursuit of this new rental amount of \$1,920.00, which includes the noted utilities.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. Parties are encouraged to try to work together on any remaining issues.

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: August 23, 2022

Residential Tenancy Branch