



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNR, LRE, OLC, FFT

Introduction

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

- cancellation of the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated November 1, 2022, and effective November 10, 2022 ("10 Day Notice"), pursuant to section 46;
- an order restricting the landlord's right to enter the rental unit, pursuant to section 70;
- 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 \$100.00 filing fee paid for this application, pursuant to section 72.

The landlord and 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 44 minutes. The hearing began at 11:00 a.m. with only me and the tenant present. The landlord called in late at 11:06 a.m. I informed the landlord about what occurred in his absence. No evidence was discussed in the absence of the landlord. This hearing ended at 11:44 a.m.

Both parties confirmed their names and spelling. Both parties provided their email addresses for me to send this decision to both parties after the hearing.

The landlord stated that he owns the company that owns the rental unit. He agreed that he is personally named as the landlord in the parties' written tenancy agreement. He provided the rental unit address.

Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure* (“Rules”) does not permit recordings of any RTB hearings by any participants. At the outset of this hearing, both parties separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests. Both parties confirmed that they were ready to proceed with this hearing and they wanted to settle this application.

The landlord confirmed receipt of the tenant’s application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that the landlord was duly served with the tenant’s application.

The landlord stated that he did not provide any evidence for this hearing. He claimed that he filed his own application for unpaid rent and utilities, but he did not provide the file number or date of hearing for same.

During this hearing, I cautioned the tenant about interrupting me, speaking at the same time as me, yelling at me, and arguing with me. The tenant stated that she required additional time to look up her banking information online during this hearing, which I provided to her. Despite the tenant’s behaviour, I allowed her to attend the full hearing, in order to provide her with a full opportunity to settle this application, as she requested to do so, at the outset of this hearing.

Settlement Terms

Pursuant to section 63 of the *Act*, 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. Both parties agreed that this tenancy will continue until it is ended in accordance with the *Act*;

2. The landlord agreed that his 10 Day Notice, dated November 1, 2022, and effective November 10, 2022, was cancelled and of no force or effect;
3. The tenant agreed to pay the landlord for 40% of the total gas and hydro electricity utilities at the rental property, within 30 days of receiving the full utilities invoices for the period from August 1, 2022 to January 30, 2023, from the landlord, first;
 - a. The landlord agreed to provide the tenant with the above full utilities invoices by March 17, 2023;
 - b. The landlord claimed that the total utilities amount owing is \$903.94, which is \$334.00 from August 1, 2022 to October 30, 2022, and \$560.94 from November 1, 2022 to January 30, 2023;
4. Both parties agreed to discuss the August 2022 rent amount of \$700.00, which the landlord claims is unpaid, and the tenant confirmed she will check her bank records, to determine whether it is unpaid;
5. The tenant agreed to bear the cost of \$50.00, which is half the amount of the \$100.00 filing fee paid for this application;
6. The landlord agreed to pay the tenant \$50.00, which is half the amount of the \$100.00 filing fee paid for this application, by reducing the tenant's utilities debt by this amount;
7. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application.

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.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this lengthy 44-minute hearing. Both parties were given ample and additional time during this hearing to think about, discuss, negotiate, and decide the terms of the above settlement.

Conclusion

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

This tenancy continues until it is ended in accordance with the *Act*.

The landlord's 10 Day Notice, dated November 1, 2022, and effective November 10, 2022, is cancelled and of no force or effect.

The tenant must bear the cost of \$50.00, which is half the amount of the \$100.00 filing fee paid for this application.

I order the landlord to pay the tenant \$50.00, which is half the amount of the \$100.00 filing fee paid for this application, by reducing the tenant's utilities debt by this amount.

As informed to both parties during this hearing, no monetary orders are being provided with this decision. The landlord's agreement to pay the tenant \$50.00 for the filing fee is a debt reduction. I notified them that the landlord's utilities and rent amounts are in dispute by both parties. Both parties are at liberty to apply to the RTB for monetary orders regarding the above amounts, in the future, if applicable.

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: March 16, 2023

Residential Tenancy Branch