



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **CNR, CNC, MNDCT, RP, PSF, OLC, FFT**

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

- the cancellation of the 10 Day Notice to End Tenancy for Unpaid Rent (the Notice) pursuant to section 46;
- the cancellation of the One Month Notice to End Tenancy for Cause (the Notice) pursuant to section 47;
- an order requiring the landlords to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order that the landlords provide services or facilities required by law pursuant to section 65;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of \$500 per month of the tenancy (\$5,000) pursuant to section 67;
- the return of an amount equal to double their security deposit pursuant to section 67; and
- authorization to recover the filing fee for this application from the landlords pursuant to section 72.

At the outset of the hearing, applicant SH confirmed that he was not a party to the tenancy agreement, but rather he resided at the rental unit. As such, I do not find that he is a tenant within the definition of the Act and does not have standing to be a party to this proceeding. I order that SH is removed as a party from this application.

SH remained at the hearing as a representative of tenant KO.

Pursuant to section 63 of the Act, an 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.

Both parties agreed to the following final and binding settlement of all issues currently under dispute and all future issues relating to the tenancy, except those as specified:

1. The Tenant will, by May 31, 2023, provide the Landlords, via the email address on the cover of this decision, with the “extended payment arrangement schedule” (the Schedule) they entered with the local municipality for the unpaid electrical utilities associated with the residential property.
2. The Landlord will pay the tenant \$1,100 (the Settlement Funds) via cheque sent to the address on the cover of this decision by June 30, 2023.
3. If the Tenant does not pay the municipality the full balance owed per the Schedule, and if the municipality charges the Landlords with for this unpaid balance, the Tenant agrees:
 - a. that she is liable to the Landlords for the unpaid balance, and the Landlords may make an application to the Residential Tenancy Branch to recover this amount; and
 - b. to return the Settlement Funds to the Landlords, and the Landlords may make an application to the Residential Tenancy Branch to recover this amount.

This comprises the full and final settlement of all aspects of this dispute and all future disputes, except those disputes explicitly set out above, relating to this tenancy between the parties. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I issue the attached monetary order ordering the landlords to pay the tenants \$1,100 by June 30, 2023.

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: May 19, 2023

Residential Tenancy Branch