



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 327119 BC LTD. dba WEDGEWOOD ARMS
APARTMENTS and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC CNR MT PSF

Introduction

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

- cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent, pursuant to section 46 of the *Act*;
- cancellation of a One Month Notice to End Tenancy for Cause, pursuant to section 47 of the *Act*;
- a request for more time to file an Application, pursuant to section 66 of the *Act*; and
- an Order to provide services or facilities required by the tenancy agreement or law, pursuant to section 62 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

As both parties were present, service of documents was confirmed. The landlord confirmed receipt of the tenant's Notice of Dispute Resolution Proceeding package, Amendment application and evidence. The tenant confirmed receipt of the landlord's evidence.

As such, I find that the documents for this hearing were sufficiently served for the purposes of this hearing in accordance with section 71 of the *Act*.

Preliminary Issue – Correction to Landlord's Name

At the outset of the hearing, the landlord confirmed that his last name was incorrectly spelled on the tenant's Application for Dispute Resolution. The landlord also confirmed

that business and operating names for the corporate landlord. Pursuant to section 64(3)(c) of the *Act*, I amended the tenant's Application to correctly reflect the landlord's name and to add the corporate landlord's name.

Issue(s) to be Decided

Should the landlord's 10 Day Notice be cancelled? If not, is the landlord entitled to an Order of Possession on the basis of the notice?

Should the landlord's One Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession on the basis of the notice?

Should services or facilities be ordered?

Should the tenant be granted more time for making an Application for Dispute Resolution?

Analysis

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. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties voluntarily agreed to the following final and binding settlement of the issues currently under dispute at this hearing:

1. This tenancy will end by no later than noon on January 31, 2020, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
2. The landlord waives any right to claim for rental arrears owed as of the date of this settlement decision, including rent for January 2020.
3. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the tenant's application for dispute resolution. As such the tenant's application is dismissed in its entirety, and the landlord's notices to end tenancy are cancelled and of no further force or effect.

The parties are still bound by all of the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the landlord an Order of Possession to be served on the tenant as soon as possible. The landlord may only enforce the Order if the tenant fails to vacate the rental unit **by noon on January 31, 2020**. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord's notices to end tenancy are cancelled and of no force or effect.

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: January 02, 2020

Residential Tenancy Branch