



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, CNC, OLC, FFT

Introduction

This hearing was convened in response to applications by the landlord and the tenants.

The landlord's application is seeking orders as follows:

1. For an order of possession.

The tenants' application is seeking orders as follows:

1. To cancel a One Month Notice to End Tenancy for Cause;
2. To have the landlord comply with the Act; and
3. To recover the cost of the filing fee.

Both parties appeared.

Preliminary matter

Counsel for the tenants stated that the landlord spelled the tenants' surname incorrect in the notice to end tenancy as the "y" should be an "I" and requested that the notice be cancelled, and the landlord's application dismissed.

In this case, I find it would be inappropriate to cancel the notice to end tenancy simply because the landlord used a "Y" instead of an "I" in the last letter of the tenants' surname. Section 68 of the Act states if the person receiving the notice knew, or should have known, the information was omitted from the notice, and in the circumstances, it is reasonable to amend. I find in this matter the tenants clearly knew the notice to end tenancy was issued to them and filed their dispute. I find it appropriate to amend the One Month Notice to End Tenancy for Cause to change the last letter in the tenants' surname from a "Y" to an "I".

During the hearing the parties agreed to settle these matters, on the following conditions:

1. The parties agreed to mutually end the tenancy on **February 28, 2021**;
2. The parties agreed that any communication between the landlord and tenants will be done in writing. The occupants of the tenant are not to have any communication whatsoever with the landlord;
3. The tenants promise that no one from their rental unit will slam any doors;
4. The parties agreed that they will all make effort not waste hot water, to ensure there will be sufficient hot water for everyone;
5. The tenants will pay November 2020, rent today (November 10, 2020), by etransfer, that email address for rent payments is noted on the covering page of this decision; and
6. The tenants will ensure subsequent rent for December, January and February are paid on the 1st of each month by etransfer.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

As a result of the above settlement, the landlord is granted an order of possession should the tenants fail to comply with the settlement agreement.

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: November 10, 2020

Residential Tenancy Branch