



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 310 EAST 2ND STREET APARTMENT  
HOLDINGS and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, RP, OLC  
OPR-DR, MNR-DR, FFL

### Introduction

This hearing convened as a result of cross applications. In the Tenant's Application for Dispute Resolution, filed on May 7, 2021, they sought to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued on May 3, 2021 (the "Notice") an Order that the Landlord comply with the *Residential Tenancy Act* (the "Act"), the *Residential Tenancy Regulation*, and/or the residential tenancy agreement, as well as an Order that the Landlord make repairs to the rental unit. In the Landlord's Application filed on May 12, 2021 they sought an Order of Possession and monetary compensation based on the Notice as well as recovery of the filing fee.

The hearing of the cross applications was scheduled for teleconference at 11:00 a.m. on September 16, 2021. Both parties called into the hearing. The Tenant was represented by his spouse, M.M. and the Landlord was represented by S.M., the Manager of Property.

The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

### Preliminary Matter

The Tenant named his spouse and his son as tenants on his Application for Dispute Resolution. He also named S.M., the Manager of Property as the Landlord.

A review of the tenancy agreement confirms the Tenant, M.V. as the only named Tenant, and a holding company as the Landlord.

Hearings before the Residential Tenancy Branch are conducted in accordance with the *Residential Tenancy Branch Rules of Procedure*. Rule 4.2 of the *Rules* allows me to amend an Application for Dispute Resolution in circumstances where the amendment might reasonably have been anticipated. The authority to amend is also provided for in section 64(3)(c) of the *Act* which allows an Arbitrator to amend an Application for Dispute Resolution.

I therefore Amend the parties' respective Applications to correctly name the parties as set forth in the residential tenancy agreement.

### Settlement and Conclusion

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement are recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement, I make no findings of fact or law with respect to their relative claims.

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.

The terms of their settlement follow.

1. The Notice is cancelled, and the tenancy shall continue until ended in accordance with the *Act*.
2. The parties agree that the Tenant owes the Landlord the sum of \$19,915.00 representing rent outstanding as of the date of the hearing.
3. By no later than October 31, 2021, the Tenant shall pay to the Landlord the sum of **\$22,100.00** representing outstanding rent as well as rent for October 2021.
4. Should the Tenant fail to make the aforementioned payment, the Landlord may issue another 10 Day Notice to End Tenancy for Unpaid Rent or Utilities.

Conclusion

The parties resolved matters by agreement as set forth in this my Decision.

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: September 16, 2021

---

Residential Tenancy Branch