



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cranbrook Agencies Holdings Inc dba NSG Property
Services and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNC, FFT**

Introduction

The words tenant and landlord in this decision have the same meaning as in the *Residential Tenancy Act*, (the "Act") and the singular of these words includes the plural.

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

- An order to cancel a One Month Notice To End Tenancy for Cause pursuant to sections 47 and 55; and
- Authorization to recover the filing fee for this application from the opposing party pursuant to section 72.

Both the tenants and the landlord attended the hearing. The landlord was represented at the hearing by property manager, SW ("landlord"). The landlord acknowledged service of the tenant's Application for Dispute Resolution and evidence; the tenants acknowledged service of the landlord's evidence. Both parties stated they had no concerns with timely service of documents.

Preliminary Issue

The notice to end tenancy was issued by a corporate landlord and signed by the property manager for the corporate landlord, SW. The tenants inadvertently named SW as their landlord in their Application for Dispute Resolution. The landlord provided the name of the company he works for and confirmed it should be named as the landlord in these proceedings. With the parties' consent, and in accordance with rules 4.2 and 6.1 of the *Residential Tenancy Act* Rules of Procedure, I amended the landlord's name to the one reflected on the cover page of this decision. The property manager was removed as the named landlord for this proceeding.

Settlement Reached

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. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. 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. The parties mutually agree to end the tenancy at 1:00 p.m. on November 30, 2021 by which time the tenants and any other occupant of the rental unit will have vacated it.
2. The parties agree that they will attend for a condition inspection report at 1:00 p.m. on November 30th.
3. The rights and obligations of the parties under the *Act* continue until the tenancy ends.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

The decision to order payment of the filing fee is discretionary upon the arbitrator and in accordance with section 72 of the *Act*, the filing fee will not be recovered.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord. The landlord is to serve this Order of Possession upon the tenants immediately and enforce it as early as 1:00 p.m. on November 30, 2021, should the landlord be required to do so.

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: October 08, 2021

Residential Tenancy Branch