



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **ET**

Introduction

The hearing was convened as a result of the Landlord's application for dispute resolution for an early termination of the tenancy and an Order of Possession pursuant to section 56 of the *Residential Tenancy Act*.

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

The Landlords testified the Notice of Dispute Resolution Proceeding and Landlords' evidence ("NOH Package") were served by attaching it to the Tenant's door on October 8, 2021. The Landlords submitted a signed Proof of Service on Form RTB-9 corroborating service of the NOH Package on the Tenant. I find the Tenant was served with the NOH Package in accordance with sections 88 and 89 of the Act.

The Tenant stated she had not served any evidence on the Landlords.

Preliminary Matter – Name Correction

During the hearing, it became apparent that the surname of the Tenant had been misspelled by the Landlords in their application for dispute resolution. The Landlords requested that I amend their application to correct the spelling of the Tenant's surname.

Rule 4.2 of the *Residential Tenancy Branch Rules of Procedure* 4.2 states:

4.2 Amending an application at the hearing

In circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing. If an amendment to an application is sought at a hearing, an Amendment to an Application for Dispute Resolution need not be submitted or served

As this request could reasonably be anticipated by the Tenant, I amended Landlords' application to make this correction.

Settlement Agreement

I raised the possibility of settlement pursuant to section 63(1) of the Act which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary and, if they choose not to discuss settlement, I would then make a final and binding decision on the matter.

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

I advised the parties that if they did come to an agreement, I would document the details of their agreement in my written decision and make any necessary Orders to give effect to their agreement. I also explained that the written Decision would be a final and legally binding agreement between them.

The parties reached the following full and final settlement agreement during the hearing:

1. The Landlords agree to cancellation of the 1 Month Notice;
2. The Tenant must vacate the rental unit by 1:00 pm November 30, 2021;
3. The Landlords or their agents must not enter the rental unit for any purpose unless they or their agents have complied with the provisions of section 29 of the Act; and
4. The parties agree that fulfilment of these conditions will amount to full and complete settlement of the claims made by the Landlords in this application for dispute resolution;

5. To give effect to this agreement, the Landlord will receive an Order of Possession in the event the Tenant does not vacate the rental unit 1:00 pm on November 30, 2021.

This settlement agreement was reached in accordance with section 63 of the Act. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of all claims made by the Landlords in this application.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes.

To give effect to the settlement reached between the parties and as discussed at the hearing, the Landlords are provided with an Order of Possession effective at 1:00 pm on November 30, 2021 after service of this Order on the Tenant. This Order must be served on the Tenant by the Landlords. 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.

I hereby order that the 1 Month Notice to End Tenancy for Cause to be 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: October 29, 2021

Residential Tenancy Branch