



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNC, FFT**

Introduction

The hearing was convened as a result of the Tenant's application under the *Residential Tenancy Act* (the "Act") for:

- cancellation of a One Month Notice to End Tenancy for Cause ("1 Month Notice") pursuant to section 47 of the Act; and
- authorization to recover the filing fee for this application pursuant to section 65.

The Tenant and the Landlord attended the hearing. They were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The Tenant testified that the Notice of Dispute Resolution Proceeding and her evidence ("NODR Package") was served on the Landlord by email on November 6, 2021. The Tenant stated that service by email was consented to by the Landlord. The Landlord acknowledged receipt of the NOH Package. I find that the NODR Package was served on the Landlord in accordance with sections 88 and 89 of the Act.

The Landlord stated that he served his evidence on the Tenant by email on November 14, 2021. The Tenant acknowledged receipt of the Landlord's evidence. I find the Landlord's evidence was served on the Tenant in accordance with section 88 of the Act.

Preliminary Matter – Correction of Rental Address

I observed that the rental address provided on the tenancy agreement was different from the rental address provided by the Tenant on her application. The Tenant stated that the rental address provided on her application was an error and she requested that I amend her application to correct this error. The Landlord consented to the Tenant's request for an amendment to correct the rental address.

Rule 4.2 of the *Residential Tenancy Branch Rules of Procedure* states ("RoP"):

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.

With the Landlord's consent, I amended the Tenant's application to correct the rental address on the Tenant's application.

Settlement Agreement

Pursuant to section 63 of the Act, an 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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Landlord agrees to the cancellation of the 2 Month Notice;
2. The Tenant must vacate the rental unit not later than 1:00 pm on January 31, 2022; and
3. The Tenant withdraws her application.

These particulars comprise the full and final settlement of all aspects of the Landlord's and Tenant's dispute against each other. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this dispute between them.

Conclusion

As the parties have reached a full and final settlement of all the claims set out in their respective applications, I make no factual findings about the merits of their applications.

I hereby order that the 1 Month Notice to End Tenancy to be cancelled and of no force or effect.

To give effect to the settlement reached between the parties, and as discussed at the hearing, the Landlord is granted an Order of Possession effective at 1:00 am on January 31, 2022. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

As the Tenant has agreed to withdraw her Application, her claim for reimbursement of the filing fee for her application from the Landlord is dismissed without leave to reapply.

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: December 21, 2021

Residential Tenancy Branch