



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Trafalgar Management Ltd. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNR, FFT**

Introduction

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

1. Cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the "10 Day Notice") pursuant to Sections 46(1) and 62 of the Act; and,
2. Recovery of the application filing fee pursuant to Section 72 of the Act.

The hearing was conducted via teleconference. The Landlord's Property Manager, TW, and the Tenant, SJL, attended the hearing at the appointed date and time. Both parties were each given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch (the "RTB") Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they were not recording this dispute resolution hearing.

Preliminary Matter – Party's Name

RTB Rules of Procedure 4.2 allows for amendments to be made in circumstances where the amendment can reasonably be anticipated. In the Tenant's application, the Tenant named the Landlord not by the correct business name. In the hearing, the Landlord's Property Manager provided the correct business name for the Landlord. The correct Landlord name is noted in the style of cause of this decision.

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. On this basis, I accept that the Landlord is properly named as the company name noted on the cover sheet and I changed the Landlord's name for this file. This amendment is reflected in this decision.

Settlement

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.

The parties agreed that the below settlement was reached on this matter. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my decision.

The Parties agreed to settle this matter as follows:

1. The tenancy will end by way of mutual agreement at 1:00 p.m. on February 17, 2022;
2. The Landlord will be granted an Order of Possession for the above tenancy end date;
3. The Landlord will be granted a Monetary Order for \$4,320.00 which represents the total for unpaid rent and parking for October 2021, November 2021, December 2021 and January 2022;
4. The Tenant will pay rent and parking for February 2022 in the amount of \$1,080.00 by February 1, 2022;
5. The Landlord will reimburse the Tenant \$424.29 for the remaining days (February 18-28, 2022) where the Tenant no longer resides and no longer requires parking at the rental unit;
6. The Parties are ordered to comply with all these settlement terms; and,
7. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

The Parties' rights and obligations under the Act and the tenancy agreement continue until the tenancy ends in accordance with this agreement. 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.

Conclusion

Given the mutual agreement reached during the hearing, I find that the Parties have settled their dispute as recorded above. To give effect to this agreement, I grant the Landlord an Order of Possession effective at 1:00 p.m. on February 17, 2022. The Order may be filed in and enforced as an Order of the British Columbia Supreme Court.

I grant a Monetary Order to the Landlord in the amount of \$4,320.00. 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 Small Claims Division of the Provincial Court of British Columbia and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: January 25, 2022

Residential Tenancy Branch