



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **CNC-MT, OLC**

### Introduction

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

- an order for more time to make an application to cancel a One Month Notice to End Tenancy for Cause dated September 25, 2021 ("1 Month Notice") pursuant to section 66;
- an order for cancellation of the 1 Month Notice pursuant to section 47; and
- an order requiring the Landlord to comply with the Act, *Residential Tenancy Regulations* ("Regulations") or tenancy agreement pursuant to section 62.

The Landlord's agents ("JC" and "PC"), the Tenant and the Tenant's advocate ("WE") attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The Tenant testified he served the Notice of Dispute Resolution Proceeding ("NDRP") and his evidence on the Landlord in person on November 18, 2021. JC dispute the Tenant's testimony regarding service of the NDRP and the Tenant's evidence. JC stated that the NDRP was served on her son who lives in a different rental unit located in the residential premises on November 24, 2021. JC stated that the Tenant served his evidence on her son again on January 19, 2022. JC acknowledged that her son provided her with the NDRP and the Tenant's evidence after they were received by the son from the Tenant. I find that the NDRP and the Tenant's evidence were sufficiently served on the Landlord pursuant to section 71(2)(b) of the Act.

JM stated that the Landlord served its evidence on the Tenant in-person on January 16, 2022. The Tenant acknowledged receipt of the Landlord's evidence package. I find the Tenant was served with the Landlord's evidence pursuant to section 88 of the Act.

#### Preliminary Matter – Correction of Rental Address

The Landlord stated the rental address provided in the Tenant's application was incorrect as it was missing part of the street name. The Tenant admitted the address was incorrect and requested that I amend his 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 1 Month Notice;

2. The Tenant must vacate the rental unit not later than 1:00 pm on February 28, 2022; and
3. The Tenant withdraws his application.

These particulars comprise the full and final settlement of all aspects of the Tenant's dispute against the Landlord. 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 pm on February 28, 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.

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: January 25, 2022

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Residential Tenancy Branch