



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Carma Court Apartments
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNC**

Introduction

This hearing dealt with the Tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for cancellation of the Landlord's One Month Notice to End Tenancy for Cause pursuant to Sections 47 and 62 of the Act.

The hearing was conducted via teleconference. The Landlord's Manager, GM, and the Tenant, BB, 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

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 business name, but by using the Landlord's Manager's name. In the hearing, the Landlord's Manager provided the business name which is reflected in the tenancy agreement in this matter. I asked the parties if I had their agreement to amend the Landlord's party name in the application. Both parties agreed, and 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 and not the Landlord's Manager's name. I changed the Landlord's name and it 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 Tenant brought up a settlement proposal and ultimately, the Landlord's Manager and the Tenant reached a mutual agreement 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 11:59 p.m. on February 15, 2022;
2. The Landlord will be granted an Order of Possession for 12:00 a.m. on February 16, 2022;
3. The parties agreed to conduct the end of tenancy condition inspection walk through on February 14, 2022 at 1:00 p.m.;
4. The Tenant agreed to return the rental unit keys to the Landlord's Manager at the end of the condition inspection on February 14, 2022;
5. The Landlord's Manager agrees to return \$395.00 to the Tenant for the unused month he no longer has possession of 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 12:00 a.m. on February 16, 2022. The Order may be filed in and enforced as an Order of the British Columbia Supreme 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: February 10, 2022

Residential Tenancy Branch