



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

The Tenant applies to cancel a One-Month Notice to End Tenancy dated September 15, 2021 pursuant to s. 47 of the *Residential Tenancy Act* (the “Act”).

J.B. appeared as Tenant. E.D. appeared as support for the Tenant and did not provide evidence. B.S. appeared as agent for the Landlord.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The parties confirmed that they were not recording the hearing.

Preliminary Issue – Amending Style of Cause

The Tenant listed the corporate Landlord in the application differently than it is listed in the tenancy agreement. I canvassed this issue with the parties and the Landlord’s agent confirmed the correct name for the Landlord as listed in the tenancy agreement. The Tenant raised no objections to amending the style of cause to list the Landlord as listed in the tenancy agreement.

Accordingly, I amend the Tenant’s application pursuant Rule 4.2 to correct the spelling for the corporate Landlord such that it is the same as listed in the tenancy agreement.

Parties’ Settlement

Pursuant to section 63 of the *Act*, I 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, turned their minds to compromise and achieved a resolution of their dispute.

The parties were advised that they were under no obligation to enter into a settlement agreement. Both parties agreed to the following settlement on all issues in dispute in this application:

1. The tenancy will end by way of mutual agreement on February 28, 2022.

I confirmed that the Landlord and the Tenant entered into the settlement agreement voluntarily, free of any coercion or duress. I confirmed each detail of the settlement with the Landlord and the Tenant. Both parties confirmed having understood each term of the agreement and acknowledged it represented a full, final, and binding settlement of this dispute.

Pursuant to the parties' settlement, I grant the Landlord an order for possession. The Tenant and occupants must provide vacant possession of the rental unit to the Landlord by no later than **1:00 PM on February 28, 2022**

It is the Landlord's obligation to serve the order for possession on the Tenant. If the Tenant does not comply with the order for possession, it may be filed by the Landlord with the Supreme Court of British Columbia and enforced as an order of that Court.

I make no findings of fact or law with respect to this dispute. Nothing in this settlement agreement is to be construed as a limit on either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act*.

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: February 04, 2022

Residential Tenancy Branch