



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Garden Construction Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **CNC**

### **Introduction**

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the “Act”) for an order to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to sections 47 and 55.

The tenant attended the hearing with a supporter and the landlord was represented at the hearing by property manager, GE. The landlord acknowledges service of the tenant’s Notice of Dispute Resolution Proceedings but testified that he only received 7 pages of the tenant’s evidence on March 11<sup>th</sup>. The tenant confirmed that she served her evidence on the landlord on March 11<sup>th</sup>.

I advised the parties that I would be excluding the tenant’s documentary evidence as it was not served to the landlord within three days of the Notice of Dispute Resolution Proceedings package being made available by the Residential Tenancy Branch or at least 14 days prior to the hearing pursuant to rules 3.1 and 3.14 of the Rules of Procedure. Only the tenant’s testimony would be admitted.

The tenant acknowledged being served with the landlord’s evidence on March 11<sup>th</sup> which complies with Rule 3.15 of the same rules and the landlord’s evidence was admitted.

### **Preliminary Issue**

The tenant named her property manager as the landlord on her application for dispute resolution, however the landlord named on the notice to end tenancy was a corporate entity. I confirmed with the property manager attending the hearing that he is only an agent of the company who issued the notice to end tenancy. Pursuant to section 64(3), I amended the tenant’s application to replace the property manager’s name with that of the corporate landlord. The cover page of this decision reflects the rightful parties.

### Settlement Reached

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. During the hearing the parties discussed the issues between them, 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 at this time:

1. The parties mutually agree to end the tenancy. This tenancy will end at 1:00 p.m. on May 31, 2022 by which time the tenant and any other occupant will have vacated the rental unit.
2. The rights and obligations of the parties continue until the tenancy ends in accordance with the Act.
3. The landlord's notice to end tenancy is cancelled and of no further force or effect.
4. The tenant will notify the landlord of the last day she plans on occupying the rental unit so that the landlord can schedule a condition inspection report date with her.

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. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

### Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord. The landlord is to serve this Order of Possession upon the tenant immediately and enforce it as early as 1:00 p.m. on May 31, 2022 should the landlord be required to do so.

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: March 21, 2022

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Residential Tenancy Branch