



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNC, FFT**

Introduction

This hearing was reconvened as a result of the Tenant's application under the *Residential Tenancy Act* (the "Act") for:

- an order for cancellation of a One Month Notice dated November 23, 2021 ("1 Month Notice") pursuant to section 47; and
- authorization to recover the filing fee of the Tenant's application from the Landlord pursuant to section 72.

Two agents for the Landlord ("AK" and "HF") and the Tenant attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

AK acknowledged the Landlord was served with the Dispute Resolution Proceeding ("NDRP") by the Tenant. I find the Landlord was served with the NDRP in accordance with section 89 of the Act.

Preliminary Matter – Amendment to Change Respondent

HF testified that, although she is named in the Tenant's application as the Landlord, she is not the Landlord. HF provided the name of the Landlord ("BC") and referred to the 1 Month Notice which stated BC is the Landlord. HF requested the Tenant's application be amended to remove HF as a respondent and to add BC as a respondent.

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.

As HF's request could reasonably be anticipated by the Tenant, I amended the Tenant's application to add BC as the respondent and to remove HF as a respondent.

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 Tenant agree to withdraw his application;
2. The Landlord agrees to cancel the 1 Month Notice; and
3. Notwithstanding the Landlord has accepted late payments of rent from the Tenant on previous occasions during the tenancy, the Tenant agrees to pay the full amount of rent for each month when it is due under the tenancy agreement commencing with payment of rent for the month of March 2022.

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 claims made in the Tenant's application.

Conclusion

As the parties have reached a full and final settlement of the claims set out in the Tenant's application, I make no factual findings about the merits of his application.

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 8, 2022

Residential Tenancy Branch