



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      **TT: CNC**  
                             **LL: OPR**

### Introduction

This hearing dealt with two applications pursuant to the *Residential Tenancy Act* (the “Act”). The Tenant made one application (“Tenant’s Application”) for:

- an order for cancellation of a One Month Notice for Cause, dated December 1, 2021 (“1 Month Notice”), pursuant to section 47

The Landlord made one application (“Landlord’s Application”) for:

- an Order of Possession pursuant to section 47.

The Tenant, an advocate for the Tenant (“GE”) and the Landlord’s agent (“PA”) attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. A witness (“CW”) attended the hearing when required to provide testimony on behalf of the Landlord.

### Preliminary Matter – Correction of Rental Address

I noted that the rental address did not contain the word “Street” and therefore, it was not a proper residential address. The Tenant made a request that I amend the rental address to add “Street” to the 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.

As Tenant’s request could reasonably be anticipated by the Landlord, I amended the rental address in the Tenant’s application to include the word “Street”.

#### **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 cancel the 1 Month Notice;
2. The Tenant agrees to withdraw the Tenant’s Application;
3. The Landlord agrees to withdraw the Landlord’s Application; and
4. The Tenant must vacate the rental unit not later than 1:00 pm on April 30, 2022.

These particulars comprise the full and final settlement of all aspects of the Tenant’s dispute against the Landlord and the Landlord’s dispute against the Tenant. 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 their respective applications.

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 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, I grant the Landlord an Order of Possession effective at 1:00 pm on April 30, 2022. The Landlords 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: March 24, 2022

---

Residential Tenancy Branch