



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNC**

Introduction

This hearing was convened as a result of the Tenants' application under the *Residential Tenancy Act* (the "Act") for cancellation of a One Month Notice to End Tenancy for Cause dated December 6, 2021 ("1 Month Notice"), pursuant to section 47 of the Act.

An agent for the Landlord ("SC"), the Tenant and the Tenant's advocate ("MD") attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The Tenant stated she served the Landlord with the Notice of Dispute Resolution Proceeding ("NDRP") sometime in early January 2022 but could not recall the date and was unable to locate the Canada Post receipt for the registered mail. SC acknowledged the Landlord received the NDRP by registered mail and stated the envelope was postmarked January 7, 2022. I find the NDRP was served on the Landlord in accordance with the requirements of section 89 of the Act.

Preliminary Matter – Correction of Landlord's Name

I noted the Tenant's application stated the name of the Landlord was SC whereas the 1 Month Notice stated the name of the Landlord was a corporation ("FPM"). SC stated she was an employee of the FPM. SC requested I amend the Tenant's application to remove her as the respondent and to add FPM as the 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 SC’s request could reasonably be anticipated by the Tenant, I amended the Tenant’s application to add FPM as the respondent and to remove SC as the respondent pursuant to Rule 4.2.

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 her application;
3. The Tenant must vacate the rental unit not later than 1:00 pm on June 30, 2022;
4. The Tenant may end the tenancy before June 30, 2022, by serving the Landlord with a written notice at least 7 calendar days before the date the Tenant vacates the rental unit;
5. Subject to paragraph 4, the Tenant must pay rent to the Landlord up to the end of the month in which she vacates the rental unit;
6. Within 7 business days of the Tenant vacating the rental unit, the Landlord will pay the Tenant \$4,926.00;
7. For the month of April 2022 only, if there is any credit remaining in the Tenant’s account with the Landlord that is in excess of the amount required for payment of

the rental for April 2022, then the Landlord agrees to immediately reimburse the credit balance to the Tenant; and

8. The Landlord agrees to provide the Tenant with a reference that states the commencement date of the tenancy between the parties but neither approves nor disapproves the Tenant as a tenant.

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 all the claims set out in the Tenant's application, I make no factual findings about the merits of the Tenant's application.

I hereby order that 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 June 30, 2022. The Landlord 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: April 3, 2022

Residential Tenancy Branch