



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 by way of conference call in response to an application for dispute resolution (“Application”) filed by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) in which she seeks cancellation of a One Month Notice to End Tenancy for Cause dated January 19, 2022 (“1 Month Notice”).

Three agents for the Landlord (“SH”, “AB” and “PB”) and the Tenant attended the hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the *Residential Tenancy Branch Rules of Procedure*. The parties were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The Tenant testified she served the Notice of Dispute Resolution Proceeding (“NDRP”) through the Landlord’s mail slot but she could not recall the date of service. Section 89 does not permit service of a NDRP through a Landlord’s mail slot. However, SF acknowledged the Landlord received the NDRP on February 15, 2022. I find the NDRP was sufficiently served by the Tenant on the Landlord pursuant to section 71(2)(b) of the Act.

Preliminary Matter – Removal of Parties as Respondents

At the outset of the hearing, I advised the parties that I noticed the 1 Month Notice named a corporate respondent (“LM”) while the Application named LM and two other persons (“PB” and “CB”). SH stated the tenancy agreement only named LM as the Landlord. SH stated PB and CB were employees of LM. SH requested I amend the Application to remove SH and PB as respondents in the Application.

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.

SH’s request to remove SH and PB, who are not parties to the tenancy agreement, as respondents from the Application could reasonably be anticipated by the Tenant. As such, I amended the Application to remove SH and PB as respondents.

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 Application;
3. The Tenant agrees to vacate the rental unit not later than June 30, 2022; and
4. The Tenant agrees to pay the rent in full when due in accordance with the terms of the tenancy agreement and the provisions of the *Residential Tenancy Act*.

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 Application.

Conclusion

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

I hereby order the 1 Month Notice 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. 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.

The Landlord is provided with the Order of Possession in the above terms and the Tenant must be served with the Order as soon as possible.

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: May 3, 2022

Residential Tenancy Branch