



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RE/MAX Mid-Island Realty  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      **CNR**

### Introduction

This hearing dealt with the Tenants' application pursuant to the *Residential Tenancy Act* (the "Act") for cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent pursuant to Sections 46(1) and 62 of the Act.

The hearing was conducted via teleconference. The Landlord, RC, the Landlord's Property Manager, PR, and the Tenants' Advocate, TW, attended the hearing at the appointed date and time. Both parties were each given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch (the "RTB") Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they were not recording this dispute resolution hearing.

### Preliminary Matter

#### *Party name*

RTB Rules of Procedure 4.2 allows for amendments to be made in circumstances where the amendment can reasonably be anticipated. In the Tenants' application, the Tenants named the Landlord, not by the business name, but by using the Property Manager's name. In the hearing, the Landlord's Property Manager provided the business name for which she works as the Landlord's Agent. The Property Manager testified that the Landlord listed on the tenancy agreement sold to the current Landlord and he signed an affidavit uploaded into documentary evidence that he witnessed the signing of the current tenancy agreement with the Tenant, AK. The parties in

attendance took no issue with the Landlord's name being changed to reflect the company of the Property Manager. The correct Landlord name is noted in the style of cause of this decision.

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. On this basis, I accept that the Landlord is properly named as the current company name and not the Property Manager's name. I amended the Landlord's name and it is reflected in this decision.

### Settlement

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.

The parties agreed that this matter could be concluded by settlement. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision.

The Parties agreed to settle this matter as follows:

1. The parties agree that the tenancy ended on March 1, 2022;
2. The parties agree that no further monies are owing for outstanding rent for the rental unit;
3. The Parties are ordered to comply with all these settlement terms; and,
4. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

The Tenants vacated the rental unit on March 1, 2022 and the tenancy has now ended in accordance with the Act. Both Parties testified at the hearing that they confirm the accuracy of the final terms above, and that they understood and agreed to these terms, free of any duress or coercion. 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.

Conclusion

Given the mutual agreement reached during the hearing, I find, pursuant to Section 44(1)(d) of the Act, that the tenancy ended on March 1, 2022. The Parties further agree there remains no outstanding rent owing to the Landlord for the rental unit.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: June 09, 2022

---

Residential Tenancy Branch