



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR-MT, RP

Introduction

The Tenant seeks the following relief under the *Residential Tenancy Act* (the “Act”):

- An order pursuant to s. 46 to cancel a 10-Day Notice to End Tenancy signed on March 2, 2022 (the “10-Day Notice”);
- An order under s. 66 for more time to dispute the 10-Day Notice; and
- An order for repairs under s. 32.

D.A. appeared as the Tenant. J.P. appeared as agent for the Landlord.

The Tenant advised that the Notice of Dispute Resolution and her evidence was personally delivered to the husband for the Landlord’s agent. The Landlord’s agent acknowledges receipt of the Tenant’s application and evidence and raised no objections with respect to service of the application materials. I find that pursuant to s. 71(2) of the *Act* the Landlord was sufficiently served with the Tenant’s application materials based on their acknowledged receipt of the Landlord’s agent.

The Landlord’s agent advised that the Tenant was served with the Landlord’s responding evidence by way of registered mail sent on March 22, 2022. The Tenant acknowledges receipt of the Landlord’s response evidence. I find that the Landlord served its responding evidence in accordance with s. 89 of the *Act*.

Preliminary Issue – Amending the Style of Cause

The Tenant’s application lists J.P. as the Landlord. However, the tenancy agreement lists a corporate entity as the Landlord.

At the outset of the hearing, I clarified with the Landlord's agents who, in fact, was the Landlord. The Landlord's agent confirmed that the corporate Landlord, as listed in the tenancy agreement, is the correct Landlord. I proposed the style of cause be amended to reflect the Landlord as stated in the tenancy agreement. The Tenant raised no objections with respect to the amendment. Accordingly, I amend the application pursuant to Rule 4.2 of the Rules of Procedure such that the style of cause reflects the Landlord as listed in the tenancy agreement.

Parties' Settlement

Pursuant to section 63 of the *Act*, I 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, turned their minds to compromise and achieved a resolution of their dispute.

The parties were advised that they were under no obligation to enter into a settlement agreement. Both parties agreed to the following settlement on all issues in dispute in this application:

1. The tenancy will end by way of mutual agreement on June 30, 2022.
2. The Landlord agrees to settle the total outstanding claim for unpaid rent in the amount of \$3,000.00. The settlement of \$3,000.00 is in full satisfaction of the Landlord's claim for unpaid rent or other compensation payable in lieu of unpaid rent arising from the tenancy.

There was a further understanding that the parties would discuss steps for the Tenant to pay the amount of \$3,000.00 over time. The specifics of the payment over time do not form part of the settlement and I encourage the parties to work cooperatively such that this can be dealt with without recourse to enforcement steps at the Provincial Court.

I confirmed that the Landlord and the Tenant entered into the settlement agreement voluntarily, free of any coercion or duress. I confirmed each detail of the settlement with the Landlord and the Tenant. Both parties confirmed having understood each term of the agreement and acknowledged it represented a full, final, and binding settlement of this dispute.

As the tenancy is coming to an end, I confirmed with the Tenant that the issue of repairs raised in her application would not be dealt with as the issue is now moot. The Tenant confirmed that this would be withdrawn. Accordingly, the Tenant's claim under s. 32 of the *Act* is dismissed without leave to reapply.

Pursuant to the parties' settlement, I grant the following orders:

- The Landlord shall receive an order of possession. The Tenant shall provide vacant possession of the rental unit to the Landlord by no later than **1:00 PM on June 30, 2022**.
- The Landlord shall receive a monetary order. The Tenant shall pay **\$3,000.00** to the Landlord in full satisfaction of the Landlord's claim for unpaid rent or compensation in lieu of unpaid rent arising from the tenancy.

It is the Landlord's obligation to serve these orders on the Tenant. If the Tenant does not comply with the monetary order, it may be filed by the Landlord with the Small Claims Division of the Provincial Court and enforced as an order of that Court. If the Tenant does not comply with the order for possession, it may be filed by the Landlord with the Supreme Court of British Columbia and enforced as an order of that Court.

I make no findings of fact or law with respect to this dispute. Nothing in this settlement agreement is to be construed as a limit on either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act*.

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: June 07, 2022

Residential Tenancy Branch