



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **CNC FFT**

### 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 April 28, 2022 (“1 Month Notice”); and
- authorization to recover the filing fee of the Application from the Landlord.

The Landlord’s agent (“WM”) 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”) on the Landlord by registered mail on May 26, 2022. The Tenant provided the Canada Post tracking number to corroborate her testimony. I find the NDRP was served by the Tenant on the Landlord pursuant to the provisions of section 89 of the Act.

### Preliminary Matter – Amendment of Rental Address

At the outset of the hearing, WM stated that the rental address provided in the Application contained the name of the apartment building. WM requested the Application be amended to remove the name of the apartment building from the address of the rental unit.

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.

WM's request to remove the name of the building from the rental address could reasonably be anticipated by the Landlord. As such, I amended the Application to remove the name of the apartment building from the rental address.

#### **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 Tenant agrees to vacate the rental unit by 1:00 pm on August 15, 2022;
2. The Landlord agrees to cancel the 1 Month Notice;
3. The Landlord agrees to pay  $\frac{1}{2}$  of the Tenant's filing fee of the Application of \$100, being \$50.00, which will be settled pursuant to paragraph 4 of this settlement;
4. The Tenant agrees to pay the Landlord \$556.94 for rent for August 1 to August 15, 2022 and to pay \$14.52 for parking for August 1 to August 15, 2022, all of which will be settlement pursuant to paragraph 4 of this settlement;;
5. The Tenant will provide the Landlord with a cheque for \$521.46 by August 30, 2022, calculated as follows:

<b>Purpose</b>	<b>Amount</b>
Amount owing by Tenant for Rent for August 1 to 15, 2022	\$556.94
Amount owing by Tenant for Parking for August 1 to 15, 2022	\$14.52
Less Amount owing by Landlord	-\$50.00
Net Amount owing by Tenant	\$521.46

6. The Landlord agrees not to negotiate the Tenant's post-dated cheque dated August 1, 2022 for rent and parking;
7. The Landlord agrees to return all the Tenant's post-dated cheques for rent and parking from August 1 through December 1, 2022 by July 30, 2022
8. The Landlord will provide the Tenant with a reference letter, , by August 15, 2022, that states the duration of the Tenant's lease and that the Tenant has always paid the rent to the Landlord in full on time.

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 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 August 15, 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: July 29, 2022

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Residential Tenancy Branch