



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **CNC OT**

### 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 he seeks:

- cancellation of a One Month Notice to End Tenancy for Cause dated July 1, 2022 (“1 Month Notice”) pursuant to section 46; and
- other relief under the Act.

The Landlord, the Landlord’s legal counsel (“JK”) 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 he served the Notice of Dispute Resolution Proceeding and his evidence (collectively the “NDRP Package”) on the Landlord by registered mail on August 29, 2022. The Tenant provided the Canada Post receipt and tracking number to corroborate his testimony on service of the NDRP Package on the Landlord. JK acknowledged the Landlord received the NDRP Package. I find the NDRP Package was served by the Tenant on the Landlord pursuant to the provisions of sections 88 and 89 of the Act.

JK stated the Landlord did not serve any evidence on the Tenant.

Preliminary Matter – Amendment of Rental Address

At the outset of the hearing, the Tenant testified the 1 Month Notice did not provide his correct legal name. The Tenant made a request that I order the 1 Month Notice to be amended to state his correct name. JK did not object to the Tenant's request for an amendment to the 1 Month Notice. Section 68 of the Act states:

- 68(1) If a notice to end a tenancy does not comply with section 52 [*form and content of notice to end tenancy*], the director may amend the notice if satisfied that
- (a) the person receiving the notice knew, or should have known, the information that was omitted from the notice, and
  - (b) in the circumstances, it is reasonable to amend the notice.

Pursuant to section 68(1) of the Act, I order the 1 Month Notice to be amended by replacing the name stated for the Tenant with the legal name of the Tenant.

Settlement

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 by 1:00 pm on October 31, 2022; and
4. The Tenant agrees to pay the rent for October 2022 no later than September 30, 2022.

These particulars comprise the full and final settlement of all claims made by the Tenant in the Application. 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.

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 October 31, 2022. The Landlord is provided with this Order on 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: September 29, 2022

---

Residential Tenancy Branch