



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

File #310076279: CNC, OLC, FFT

File #310077196: OPC, FFL

Introduction

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

- an order pursuant to s. 47 cancelling a One-Month Notice to End Tenancy signed on June 9, 2022 (the “One-Month Notice”);
- an order pursuant to s. 62 that the Landlord comply with the *Act*, Regulations, and/or the tenancy agreement; and
- return of her filing fee pursuant to s. 72.

The Landlord files its own application seeking the following relief under the *Act*:

- an order of possession pursuant to s. 55 after issuing the One-Month Notice; and
- return of its filing fee pursuant to s. 72.

A.L. appeared as the Tenant. The Tenant was represented by S.S. as her counsel. M.F. and B.B. appeared as agents for the Landlord.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The parties confirmed that they were not recording the hearing. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

The parties advise that they served their application materials on the other side. Both parties acknowledge receipt of the other’s application materials without objection. Based on the mutual acknowledgments of the parties without objection, I find that pursuant to

s. 71(2) of the *Act* that the parties were sufficiently served with the other's application materials.

Preliminary Issue – Style of Cause

The Landlord is named differently in both applications, with the Tenant's application including a corporate entity and an individual while the Landlord's lists only the corporate entity. Policy Guideline #43 provides guidance with respect to the naming of parties and is clear that parties ought to be named with the correct spelling of their legal names.

I enquired on this discrepancy during the hearing and was advised that the individual named by the Tenant was in error. I proposed that the Tenant's application be corrected such that the Landlord is named as it is in its own application. The parties agreed to doing so. Accordingly, I amend the Tenants application to remove the individual listed in error and name the Landlord as listed in the Landlord's application.

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 November 30, 2022 at 3:00 PM.
2. The Tenant will obtain a mould inspection of the rental unit at her own cost. Any damage to the rental unit caused by the mould inspector shall be paid for by the Tenant.
3. The Tenant will provide a copy of the mould inspection report to the Landlord by way of email. If any mould remediation repairs are necessary as per the report, the Landlord will begin those repairs within 4 business days of receiving the report from the Tenant.

4. The Landlord agrees to provide notice of entry into the rental unit at least four days prior to entry when posting the notice on the Tenant's door.

Though not a term of the settlement, the Tenant expressed an understanding that she would be flexible in permitting entry into the rental unit should repairs be required. The parties are encouraged to discuss scheduling any necessary repairs as advised in the report.

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.

Since the parties were able to agree to settle their dispute, I find that neither party shall recover their filing fee from the other. Both parties' application for the return of their filing fee is dismissed without leave to reapply.

Pursuant to the parties' settlement, I grant the Landlord an order of possession. The Tenant shall provide vacant possession of the rental unit to the Landlord by no later than **3:00 PM on November 30, 2022**.

It is the Landlord's obligation to serve the order of possession on the Tenant. If the Tenant does not comply with the order of 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 the issues in dispute in these applications. 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: October 06, 2022

Residential Tenancy Branch