



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, RP, LRE

Introduction

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

- an order pursuant to s. 46 cancelling a 10-Day Notice to End Tenancy signed on July 25, 2022;
- an order for repairs pursuant to s. 32; and
- an order pursuant to s. 70 restricting the Landlord’s right of entry.

B.J. appeared as the Tenant. N.S. appeared as the Landlord’s agent.

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. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

Preliminary Issue – Style of Cause

At the outset of the hearing, N.S. advised that he recently took over management of the property on behalf of the Landlord, with the Landlord’s evidence indicating this took place on December 1, 2022. When the Tenant applied, she listed the former property manager as a respondent with the Landlord as well as an individual rather than the corporate Landlord as listed in the tenancy agreement. I note that the Landlord as listed in the tenancy agreement corresponds with the naming of the landlord as listed in the evidence provided by the current property manager as evidenced in its letter of November 24, 2022. Policy Guideline #43 provides guidance with respect to the naming of parties, specifying that the legal spelling of names should be used.

In this instance, I find that the Landlord was improperly named in the application as it does not correspond with the name listed in the tenancy agreement and the property management company has changed. As such, I amend the style of cause to reflect the naming of 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 March 31, 2023.
2. The Tenant shall make payments to the Landlord as follows:
 - i. \$250.00 forthwith as prepayment on utilities due for December 2022.
 - ii. On January 1, 2023, \$3,000.00 for rent and \$250.00 as a prepayment on utilities due for January 2023.
 - iii. On February 1, 2023, \$3,000.00 for rent and \$250.00 as a prepayment on utilities due for February 2023.
 - iv. On March 1, 2023, \$3,060.00 for rent and \$250.00 as a prepayment on utilities due for March 2023.

To be clear, the utility prepayments shall be applied to the total amount of utilities owed by the Tenant with said amount to be determined once the relevant utility invoices have been rendered for each month.

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.

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 **1:00 PM on March 31, 2023**. Further, I grant the Landlord a monetary order on the terms set out above.

It is the Landlord's obligation to serve these orders 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. 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.

Those aspects not covered in the settlement, being the Tenant's claims under ss. 32 and 70 of the *Act*, are hereby dismissed with leave to reapply. The parties are encouraged to work cooperatively such that an additional application on this issue is not necessary.

I make no findings of fact or law with respect to the substantive issues 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: December 19, 2022

Residential Tenancy Branch