



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

The Tenant seeks an order pursuant to s. 46 of the *Residential Tenancy Act* (the “Act”) cancelling a 10-Day Notice to End Tenancy signed on January 4, 2023 (the “10-Day Notice”).

W.J. appeared as advocate for the Tenant. J.A. and D.A. appeared as the Landlords.

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.

The Tenant’s advocate advises that the application was served on the Landlords, which they acknowledge receiving without objection. Pursuant to s. 71(2) of the *Act*, I find that the Tenant’s application was sufficiently served on the Landlords.

Preliminary Issue – Style of Cause

Upon review of the matter, I note that the Landlords are named as D.I. and J.I. in the Tenant’s application, though name themselves as J.A. and D.A. at the hearing and the same within the 10-Day Notice.

Policy Guideline #43 provides guidance with respect to the naming of parties and specifies that the legal names of the parties ought to be used. I proposed amending the name of the Landlords in the application to reflect the spelling as specified to me at the hearing, which is consistent with the 10-Day Notice. No issue was raised with respect to

this by the parties. Accordingly, I amend the style of cause to correct the spelling of the Landlords' surname.

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 at 4:00 PM.
2. The Tenant agrees to pay rent in full for February 2023 and March 2023, with the Landlord understanding that such payment be made when those funds are available to Tenant.

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 Landlords an order of possession. The Tenant shall provide vacant possession of the rental unit to the Landlords by no later than **4:00 PM on March 31, 2023**.

Further, I grant the Landlords a monetary order which shall be enforceable should the Tenant fail to pay rent of \$2,400.00 for February 2023 or March 2023.

It is the Landlords' obligation to serve these orders on the Tenant. If the Tenant does not comply with the monetary order, it may be filed by the Landlords 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 of possession, it may be filed by the Landlords 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: February 02, 2023

Residential Tenancy Branch