



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Introduction

This hearing was convened in response to an application by the Tenant for an order for the Landlord's compliance pursuant to section 62 of the *Residential Tenancy Act* (the "Act").

Both Parties attended the conference call hearing and were given full opportunity under oath to be heard, to present evidence and to make submissions.

### Preliminary Matters

The Landlord's Witness appeared to give testimony on the service of a notice to end tenancy. The Tenant confirms that their application does not include a claim to cancel a notice to end tenancy.

Rule 2.2 of the Residential Tenancy Branch Rules of Procedure provides that claims are limited to what is stated in the application. Given that the particulars set out on the Tenant's application does not identify a claim to cancel a notice to end tenancy and given the Tenant's confirmation that this claim was not made in this application I find on a balance of probabilities that the Tenant has not made any claim in relation to a notice to end tenancy. The Witness evidence of service of a notice to end tenancy is therefore not relevant to the Tenant's application and I decline to consider this evidence.

During the Hearing the Parties reached a settlement agreement. The Parties conducted a final review for accuracy of the terms of the mutual agreement reached by Parties during the hearing. The Parties confirmed at the end of the hearing that this agreement

was made on a voluntary basis and that they understood the nature of the full and final settlement of these matters.

### Agreed Facts

The tenancy began on June 1, 2021. Rent of \$1,350.00 is payable on the first day of each month. At the outset of the tenancy, the Landlord collected \$650.00 as a security deposit. Nothing in the tenancy agreement requires the Tenant to pay rent in cash.

### Settlement Agreement

**The Parties mutually agree as follows:**

- 1. From this date forward the Tenant may pay the rents by post-dated cheques; and**
- 2. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Section 63(2) of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order. Given the mutual agreement reached during the Hearing, I find that the Parties have settled their dispute as recorded above. To give effect to this agreement I order the Landlord to comply with the agreement and to accept rents paid by cheque.

### Conclusion

The Parties have settled the dispute.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: March 16, 2023

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Residential Tenancy Branch