



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

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 March 1, 2023.

L.S. appeared as the Tenant. K.D. and C.B. 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 advised having served his application and evidence on the Landlords, which they acknowledge receiving without objection. Pursuant to s. 71(2) of the *Act*, I find that the Landlords were sufficiently served with the Tenant’s application materials.

Preliminary Issue – Naming of Parties

The issue of the naming of parties was briefly raised by C.B. at the outset of the hearing. Review of the style of cause shows that L.S. and K.S. are named as tenants on the application. However, review of the tenancy agreement provided to me shows that K.S. is a minor occupant in the rental unit. Also, a co-tenant, H.T.-R., is listed in the tenancy agreement. K.D. advises that the documents served in this matter on L.S. were also served separately on H.T.-R..

The Tenant, in his application, provides the following description:

I'm in rough times. Rent was paid every month. I have a job starting in 2 weeks and need to have a place to live. I have a 3 year old son that I want to have stay with me from time to time as his Mom and I have recently broke up, and she

moved out. She left me and moved into a new place while I didn't have a job and was having a difficult time finding work.

Based on the description in the Tenant's application and the tenancy agreement provided to me, it is clear that K.S. is not a tenant. Indeed, they appear to be a minor occupant, which is presumably the three-year-old son mentioned in the application. As such, I have removed K.S. from the style of cause as they are not rightly a tenant under the tenancy agreement and is merely an occupant.

Second, H.T.-R. was not listed in the application as a tenant. I accept that H.T.-R. has been provided the documents by the Landlord, such that she is aware of these proceedings. I also accept that her participation is unnecessary due to the description set out in the application: she moved out of the rental unit as she broke up with L.S..

Accordingly, the style of cause is corrected to list L.S. as the sole tenant under the circumstances.

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 on March 31, 2023.
2. The Tenant agrees to pay the Landlord unpaid rent of \$2,750.00.
3. The Tenant agrees that the Landlord shall retain the security deposit of \$1,375.00 in full as partial satisfaction of the total unpaid rent owed.

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. I order that the Tenant pay the Landlord **\$1,375.00**, being the balance of unpaid rent owed after the security deposit is applied to the total unpaid rent arrears of \$2,750.00.

It is the Landlord's obligation to serve these orders on the Tenant. 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. 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 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: March 30, 2023

Residential Tenancy Branch