



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 2, 2023.

M.S. appeared as the Tenant. E.G. 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

Policy Guideline #43 provides guidance with respect to the naming of parties and specifies that the correct legal names of the landlord and tenant are to be used. In this instance, the Tenant has named E.G. as the Landlord. However, review of the 10-Day Notice shows that the Landlord is a corporate entity.

I enquired with the parties who, in fact, was the Landlord. E.G. confirmed she is an employee for the corporate Landlord as listed in the 10-Day Notice. I proposed this be corrected in the style of cause such that the correct legal name for the Landlord be used. The parties raised no issues with doing so.

Accordingly, I amend the style of cause to correct the naming of the Landlord as spelt out in the 10-Day Notice.

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 turned their minds to compromise and achieved a resolution of their dispute.

The parties advised that the Tenant has already vacated the rental unit. The Landlord's agent confirms no order of possession is sought under the circumstances. I am further advised that the parties have come to an agreement with respect to funds owed, which are set out below:

- 1) The parties agree that total unpaid rent and cleaning costs for the rental unit is \$1,190.00.
- 2) The parties agree that the Landlord shall retain the security deposit of \$727.00 in full as partial satisfaction of the total amount owed by the Tenant.
- 3) The Tenant agrees to pay the balance, being \$463.00, to the Landlord.

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 order that the Tenant pay **\$463.00** to the Landlord.

It is the Landlord's obligation to serve the monetary order 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.

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 31, 2023

Residential Tenancy Branch