



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes

File #910096807: CNR, MNDCT, LRE, LAT, OLC
File #910104293: OPR, OPC, MNRL-S, MNDCL-S, FFL
File #910098317: CNC, LRE, LAT, RPP, OLC, FFT

Introduction

The Tenant files two applications seeking 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 January 7, 2023 (the “10-Day Notice”);
- an order pursuant to s. 47 cancelling a One-Month Notice to End Tenancy signed on January 12, 2023 (the “One-Month Notice”);
- a monetary order pursuant to s. 67 for compensation or other money owed;
- an order pursuant to s. 70 restricting the Landlord’s right of entry;
- an order pursuant to s. 70 for authorization to change the locks to the rental unit;
- an order pursuant to ss. 65 for return of personal property;
- an order pursuant to s. 62 that the landlord comply with the Act, Regulations, and/or the tenancy agreement; and
- return of the filing fee pursuant to s. 72 on one of her applications.

The Landlords file their own application seeking the following relief under the *Act*:

- an order of possession pursuant to s. 55 after issuing the 10-Day Notice;
- an order of possession pursuant to s. 55 after issuing the One-Month Notice;
- a monetary order pursuant to s. 67 for unpaid rent;
- a monetary order pursuant to s. 67 for compensation or other money owed; and
- return of the filing fee pursuant to s. 72

L.W. appeared as the Tenant. A.M. and M.T. appeared as the Landlords. M.M. appeared as agent for 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.

Preliminary Issue – Style of Cause

Policy Guideline #43 provides guidance on the naming of parties and specifies that the correct legal spelling of a party ought to be made. Review of the applications list L.W. and J.G. as the tenants. The Landlords' application lists M.T. as the landlord and the Tenant names A.M. as the landlord. The tenancy agreement in this matter lists L.W. and J.G. as the tenants and M.T. and A.M. as the landlords.

The Tenant advises that J.G. was originally listed in the tenancy agreement but that when it was signed, he was removed such that only she was the Tenant. A.M. confirmed that this was true. A.M. and M.T. also advise that they are both landlords.

In this instance, the parties as named in the tenancy agreement should also be named on the applications. That was not done by either party. I accept that M.T. and A.M. are both the Landlords and that L.W. is the sole tenant and that J.G. was merely an occupant.

In the interest of keeping the style of cause consistent and in keeping with the tenancy agreement, I proposed that it be corrected. No one took issue with me doing so. Accordingly, I have corrected the style of cause such that L.W. is listed as the sole tenant and A.M. and M.T. listed as the landlords.

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 May 31, 2023.
2. The Tenant shall pay \$11,200.00 in unpaid rent to the Landlords by no later than May 31, 2023. This amount is subject to an accounting for any payments made by the Tenant to the Landlord in March 2023 and April 2023.

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 settlement, I grant orders on the terms set out above. It is the Landlords' obligation to serve these orders on the Tenant. The order of possession may be enforced at the BC Supreme Court and the monetary order may be enforced at the Provincial Court.

Since the parties were able to agree to settle their dispute, I find that neither party shall recover their filing fee from the other. Both sides shall bear their own costs and their respective claims for return of the filing fee are dismissed without leave to reapply.

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: May 04, 2023

Residential Tenancy Branch