



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNC, FFT

Introduction

The Tenant seeks the following relief under the *Residential Tenancy Act* (the “Act”):

- an order pursuant to s. 47 cancelling a One-Month Notice to End Tenancy signed on January 7, 2022 (the “One-Month Notice”); and
- return of the filing fee pursuant to s. 72.

K.P. appeared as the Tenant. N.P. and R.K. appeared as the Landlord’s agents and owners.

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 parties advise that they served their application materials on the other side. Both parties acknowledge receipt of the other’s application materials without objection. Based on the mutual acknowledgments of the parties without objection, I find that pursuant to s. 71(2) of the *Act* that the parties were sufficiently served with the other’s application materials.

Preliminary Issue – Style of Cause

Policy Guideline #43 provides guidance on the naming of parties and specifies that the correct legal spelling name of a party should be used. The Tenant’s application in this matter lists N.P. as the landlord, the tenancy agreement lists a numbered company as the landlord, and the One-Month Notice lists another company as the landlord.

To clarify this point, I enquired with the Landlord's agents who, in fact, was the landlord. I was advised that the numbered company was former holding company that owned the property but that the company named in the One-Month Notice is the correct owner of the property at this time. The agents advise they are shareholders. I proposed correcting the style of cause to reflect the spelling of the Landlord's name as listed in the One-Month Notice. No one took issue with me doing so.

Accordingly, the style of cause is corrected to reflect the Landlord as listed in the One-Month 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 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 June 30, 2023.
2. The Landlord shall pay \$2,500.00 to the Tenant as a settlement payment of this dispute.

I confirmed that the Landlord's agents 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's agents 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.

Since the parties were able to agree to settle their dispute, I find that neither party shall recover their filing fee from the other. The Tenant shall bear their own costs for their application and their claim for return of their filing fee is dismissed without leave to reapply.

Pursuant to the 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 June 30, 2023**. It is the Landlord's obligation to serve the order of possession on the Tenant and the order of possession may be enforced at the BC Supreme Court.

Further, I grant the Tenant a monetary order. The Landlord shall pay **\$2,500.00** to the Tenant. It is the Tenant's obligation to serve the monetary order on the Landlord and the monetary order may be enforced at the Provincial 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: May 04, 2023

Residential Tenancy Branch