



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding 0957661 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes Landlord's application: OPC, MNRL-S, FFL
Tenant's application: CNC-MT

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear a cross application regarding the above-noted tenancy.

The landlord's application pursuant to the Act is for:

- an order of possession under a One Month Notice to End Tenancy for Cause (the Notice), pursuant to sections 47 and 55;
- a monetary order for unpaid rent, pursuant to section 26;
- an authorization to retain the security deposit, under section 38; and
- an authorization to recover the filing fee for this application, under section 72.

The tenant's application pursuant to the Act is for:

- cancellation of the Notice, pursuant to section 47; and
- an extension of the timeline for disputing the Notice, pursuant to section 66.

Both parties attended the hearing. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Preliminary Issue – Correction of Names

The landlord's application names landlord 0957661 BC LTD (the numbered company), represented by agents AP and KP. The tenant's application lists landlord KP and AP. The parties agreed the landlord is the numbered company, represented by agents KP and AP.

The tenant corrected the spelling of her first name.

Pursuant to section 64(3)(a) of the Act, I have amended the tenant's application to list landlord respondent the numbered company, represented by agents AP and KP, and corrected the spelling of the tenant's first name.

Settlement

Pursuant to section 63 of the Act, an arbitrator 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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues listed in these applications for dispute resolution:

1. The Notice dated October 13, 2023 is cancelled. The tenancy will continue until ended in accordance with the Act.
2. The tenant will continue to pay monthly rent of \$1,250.00 on the first day of the month.
3. There are no rental arrears as of today.
4. The landlord may serve a new one month notice to end tenancy if there are complaints from other tenants.
5. The tenant will strictly follow the Act and be always respectful.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of these applications.

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: June 09, 2023

Residential Tenancy Branch