Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing

<u>DECISION</u>

Introduction

This hearing dealt with two applications pursuant to the *Residential Tenancy Act* (Act). The Tenant's application for:

- Cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act
- Authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

And the Landlords' application for:

- An Order of Possession based on a One Month Notice to End Tenancy for Cause under sections 47 and 55 of the Act
- Authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me. Both parties were given the opportunity to ask questions during the hearing.

Preliminary Matters

At the outset of the hearing, Agent DM provided the Landlord's full legal name, which is a Ltd. Company, as listed on the Tenancy Agreement (TA) and the One Month Notice. Agent DM confirmed that they are one of the directors for the company, and an agent for the Landlord. DM testified that the named Landlord on the Tenant's application is also a director, and not the Landlord.

Both parties agreed to the amendment of the Tenant's application to include the proper legal name of the Landlord.

Based on the testimony of the parties, the TA, and as per Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 4.2, I amended the Tenant's application to include the correct name of the Landlord.

Analysis

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute. 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 this hearing, the parties reached an agreement to settle their dispute.

Both parties agreed to the following terms of a final and binding resolution of the Tenant's application and the Landlord's application, and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. The Tenant will vacate the rental unit by July 31, 2024, no later than 1:00 pm.
2. The Tenant will not pay rent for June 2024 and July 2024.
3. The parties will participate in a move out inspection on July 31, 2024, for the return of the security deposit to the Tenant.
4. The Landlord will pay the Tenant the sum of $100.00, via e-transfer transaction no later than May 2, 2024.
5. These particulars comprise the full settlement of all aspects of the Tenant's current application and the Landlord's current application for dispute resolution.

Pursuant to section 62(3) of the Act, I make the following order:

I ORDER the parties to comply with their mutually settled agreement described above.

Conclusion

The parties have been ordered to comply with the terms of their mutually settled agreement described above.

In order to give effect to the settlement reached between the parties, and as discussed at the hearing, I grant an Order of Possession to the Landlord effective **on July 31, 2024, after service of this Order** on the Tenant. Should the Tenant or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to give effect to the above settlement reached between the parties, I grant a Monetary Order in the Tenant's favour in the amount of $100.00. Should the Landlord fail to comply with this Order, the Order may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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 02, 2024

Residential Tenancy Branch