

DECISION

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 for Cause signed on August 25, 2024 (the “One Month Notice”); and
- return of the filing fee pursuant to s. 72.

The Landlord files its own application, seeking the following relief under the *Act*:

- an order of possession pursuant to s. 55 after serving the One Month Notice; and
- return of the filing fee pursuant to s. 72.

L.C. attended as the Tenant. G.C. attended as agent for the Landlord.

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 – Correcting the Style of Cause

I note that the parties listed in both applications do not correspond with each other, other than both listing L.C. as a tenant. I have been provided with a copy of the written tenancy agreement, which lists L.C. as the Tenant and a numbered company, as listed in the Landlord’s application, as the Landlord.

The Residential Tenancy Branch’s jurisdiction is generally limited to disputes between landlords and tenants subject to the same tenancy agreement. These disputes are contractual in nature, such that only individuals or persons party to the contract can be held responsible to the obligations imposed by the contract.

In this instance, I canvassed who the landlord and tenant were. Both sides acknowledge the parties as named in the tenancy agreement are accurate, though the Tenant indicates his co-applicants also reside in the rental unit. With respect to the Tenant’s concern, just because someone occupies a rental unit does not mean they are a party to the contract. If rent were unpaid, the Tenant would ultimately bear responsibility for its payment, not the other occupants.

I accept that the parties named in the Tenant's application are largely inaccurate, either being a company not listed in the tenancy agreement or individuals who are not privy to the tenancy agreement. Accordingly, I amend his application such that the parties are named as they are in the tenancy agreement, which itself corresponds with the parties named in the Landlord's application.

Settlement

Under s. 63 of the *Act*, I may assist the parties to settle their dispute. If the parties reach an agreement during the dispute resolution proceedings, I may record the settlement 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 upon the following terms:

- 1) The Landlord agrees to withdraw the One Month Notice.
- 2) The Tenant agrees that there will be no more than four (4) individual occupants residing in the rental unit, which includes himself.
- 3) The Tenant agrees to remove the one bed located in the back porch area of the rental unit, doing so by no later than October 25, 2024.
- 4) The Landlord confirms that the Tenant may retain one bed in the living room area of the rental unit.
- 5) The Tenant provides assurance to the Landlord that no occupant or guest of the rental unit will smoke inside the rental unit.
- 6) The Landlord is at liberty to reissue a notice to end tenancy for cause should the Tenant fail to adhere to the terms agreed to above.

The parties were advised that they were under no obligation to enter into a settlement agreement. I confirmed the details of the agreement with the parties. I further confirmed that both parties entered into the agreement voluntarily, free of any coercion or duress. Both parties confirmed having understood each term of the agreement and acknowledged it represented a full, final, and binding settlement of this dispute.

To give effect to the settlement, I order that the One Month Notice is hereby cancelled and is of no force or effect. The tenancy shall continue until ended in accordance with the *Act*.

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 claims for return of the filing fee are dismissed without leave to reapply.

I make no findings with respect to the substantive issues in dispute. Nothing in this settlement shall be construed to limit either party's 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 Act.

Dated: October 18, 2024

Residential Tenancy Branch