



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **CNC, OLC, FFT**

### Introduction

This hearing was convened as a result of two Applications for Dispute Resolution brought by the Tenant under the *Residential Tenancy Act* (“Act”). The Tenant applied for:

- cancellation of a One Month Notice to End Tenancy for Cause dated October 29, 2021 (“1 Month Notice”);
- an Order that the Landlord comply with the Act, *Residential Tenancy Regulations* (“Regulations”) and/or tenancy agreement pursuant to section 62 of the Act; and
- authorization to recover the filing fee pursuant to section 72.

The Landlord’s agents (“JM”, “JT” and “ES”) and the Tenant attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The Tenant testified that she had difficulty attempting to serve the Landlord with the Notices of Dispute Resolution Proceeding and her evidence (“NDRP Packages”). JM stated that although service may not have been made in accordance with the Act, the Landlord wished to proceed with the hearing. I find that the NDRP Packages were sufficiently serviced pursuant to section 71(2) of the Act.

JM stated that the Landlord served its evidence on the Tenant’s door on December 17, 2021. JM tendered a proof of service to corroborate his evidence of service of the Landlord’s evidence on the Tenant. I find the Tenant was served with the Landlord’s evidence pursuant to section 88 of the Act.

Preliminary Matter – Addition of Corporate Landlord as Respondent and Removal of Agents as Respondents

JM testified that the Landlord is a corporate entity (“SIL”) and that the two respondents, JT and ES, named by the Tenant in her applications are not landlords of the rental unit. JM requested that I amend the Tenant’s two applications to add SIL as a respondent and to remove JT and ES as respondents. JM referred to the 1 Month Notice submitted into evidence by the Tenant and the tenancy agreement that correctly identifies SIL as the Landlord of the rental unit.

Rule 4.2 of the *Residential Tenancy Branch Rules of Procedure* states (“RoP”):

**4.2 Amending an application at the hearing**

In circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing.

If an amendment to an application is sought at a hearing, an Amendment to an Application for Dispute Resolution need not be submitted or served.

As the Landlord’s request could reasonably be anticipated by the Tenant, I amended the Tenant’s two applications to add SIL as the sole respondent and to remove JT and ES respondents.

Settlement Agreement

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.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Landlord agrees to the cancellation of the 1 Month Notice;
2. The Tenant must vacate the rental unit not later than 1:00 pm on February 28, 2022;

3. The Tenant will pay rent to the Landlord for each month until the tenancy is ended in accordance with this settlement;
4. The Tenant withdraws her two applications; and
5. This settlement is without prejudice to either party to make any claim or claims against the other for damages or compensation arising from a breach of the tenancy agreement or the Act or for the return or retention of any security and/or pet damage deposit paid by the Tenant so long as such claims are made within the time limits permitted by the Act.

These particulars comprise the full and final settlement of all aspects of the Tenant's dispute against the Landlord. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this dispute between them.

### Conclusion

As the parties have reached a full and final settlement of all the claims set out in the Tenant's applications, I make no factual findings about the merits of their applications.

I hereby order that the 1 Month Notice to End Tenancy to be cancelled and of no force or effect.

To give effect to the settlement reached between the parties, and as discussed at the hearing, the Landlord is granted an Order of Possession effective at 1:00 pm on February 28, 2022. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

As the Tenant has agreed to withdraw her two applications, her claim for reimbursement of the filing fees for her applications from the Landlord is dismissed without leave to reapply.

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: January 9, 2022

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Residential Tenancy Branch