



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **TT: CNR-MT, MNDCT, PSF, OLC, RR, LAT, LRE, FFT**
LL: MNR-DR, OPR-DR, FFL

Introduction

This hearing dealt with two applications pursuant to the *Residential Tenancy Act* (the “Act”). The Tenant made one application (Tenant’s Application”) for:

- an order for more time to make an application to cancel the Landlords’ 10 Day Notice to End Tenancy for Unpaid Rent and/or Utilities dated January 17, 2022 (“10 Day Notice”) pursuant to section 66;
- if more time to make an application is granted, then an order for cancellation of the 10 Day Notice pursuant to section 46;
- an order to seek a monetary order for compensation pursuant to section 67;
- an order for the Landlord to provide services or facilities required by the tenancy agreement or law pursuant to section 65;
- an order for the Landlord to comply with the Act, the *Residential Tenancy Regulations* (the “Regulations”) and/or tenancy agreement pursuant to section 62;
- an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided the Landlord pursuant to section 65;
- an order to allow the Tenant to change the locks to the rental unit pursuant to section 31;
- an order to suspend or set conditions on the Landlords’ right to enter the rental unit pursuant to section 70; and
- authorization to recover the filing fee for the Tenant’s Application from the Tenant pursuant to section 72.

The Landlords made one application (“Landlords’ Application”) for:

- an Order of Possession pursuant to sections 46 and 55;

- a Monetary Order for unpaid rent pursuant to section 67; and
- authorization to recover the filing fee of the Landlords' Application from the Tenant pursuant to section 72.

One of the two Landlords ("TC"), the Landlords' legal counsel ("JD"), the Landlords' agent ("SH") and the Tenant attended this hearing and they were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The Tenant stated the Tenant's Notice of Dispute Resolution Proceeding and her evidence ("Tenant's NDRP Package") was served on the Landlords in-person at the beginning of February 2022. JD acknowledged the Landlords received the Tenant's NDRP Package. I find the Tenant's NDRP Package was served on the Landlords in accordance with the provisions of sections 88 and 89 of the Act.

JD stated the Landlords' Notice of Dispute Resolution Proceeding and their evidence ("Landlords' NDRP Package") was served on the Tenant in-person on January 17, 2022. The Tenant acknowledged she received the Landlords' NDRP Package. I find the Landlords' NDRP Package was served on the Tenant in accordance with the provisions of sections 88 and 89 of the Act.

Preliminary Matter – Correction of Rental and Tenant's Addresses on Applications

At the commencement of the hearing, I noticed there was an issue regarding the rental address. JD Landlord explained the street address for the rental unit in the municipal records was different than the address of the rental unit stated in the tenancy agreement. This was the result of an error made by the Landlords when the tenancy agreement was prepared. Notwithstanding this, both parties agreed that the rental unit was the one the Tenant agreed to rent. Both the JD and the Tenant agreed on the correct street address of the rental unit. The Tenant requested that I amend the street address for her and for the rental unit in the Tenant's Application. JD requested that I amend the street address for the Tenant's address and the rental unit in the Landlords' Application.

Residential Tenancy Branch Rule of Procedure 4.2 states:

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 Tenant did not object to the Landlords' request for an amendment, I amended the Landlords' Application to state the correct street number for the rental address and the Tenant's address. As the JD did not object to the Tenant's request, I amended the Tenant's Application to state the correct street number for the rental address and the Tenant's address.

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 cancel the 10 Day Notice;
2. The Landlord agrees to withdraw the Landlords' Application;
3. The Tenant agrees to withdraw the Tenant's Application;
4. The Tenant agrees to vacate the rental unit by 1:00 pm on May 31, 2020; and
5. The Landlords agree to pay \$760.00 to the Tenant by 1:00 pm on May 31, 2020 by e-transfer to the Tenant. Of the \$760.00 to be paid by the Landlord pursuant to this paragraph, \$750.00 is for the return of the Tenant's security deposit.

These particulars comprise the full and final settlement of all aspects of the Tenant's dispute against the Landlord and the Landlords' dispute against the Tenant. 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 claims made in their respective Applications.

Conclusion

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

To give effect to the settlement reached between the parties, and as discussed at the hearing, I grant the Landlords an Order of Possession effective at 1:00 pm on May 31, 2022. The Landlords are 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.

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: April 25, 2022

Residential Tenancy Branch