



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

Introduction

The Tenants seek the following relief under the *Residential Tenancy Act* (the “Act”):

- an order pursuant to s. 47 cancelling a One-Month Notice to End Tenancy signed on May 27, 2022 (the “One-Month Notice”); and
- return of their filing fee pursuant to s. 72.

G.W. appeared as the Tenant. A.B. appeared 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. The parties confirmed that they were not recording the hearing. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

The parties advise that they served their application materials on the other side. Both parties acknowledge receipt of the other’s application materials without objection. Based on the mutual acknowledgments of the parties without objection, I find that pursuant to s. 71(2) of the *Act* that the parties were sufficiently served with the other’s application materials.

The Tenant advised that his co-tenant would not be attending as he was at work.

Preliminary Issue – Style of Cause

At the outset of the hearing, I enquired who was the Landlord. The Tenants named the Landlord as a management company, which differs from the Landlord’s name as listed in the tenancy agreement. I was advised by the agent that he works for the management company which attends to the residential property owned by the Landlord.

The agent confirmed that the Landlord and owner is as named in the tenancy agreement. The Tenant confirmed that was his understanding as well.

Policy Guideline #43 provides guidance with respect to the naming of parties and indicates that the correct legal name for parties ought to be used. In this instance, the tenancy agreement clearly specifies the name of the Landlord as a corporate entity separate from the management company. Considering this, I find that the Landlord ought to be named in the application as named in the tenancy agreement. Accordingly, I amend the Tenants application to correct the spelling to reflect the Landlord as set out in the tenancy agreement.

Settlement

Pursuant to section 63 of the *Act*, I 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, turned their minds to compromise and achieved a resolution of their dispute.

The parties were advised that they were under no obligation to enter into a settlement agreement. Both parties agreed to the following settlement on all issues in dispute in this application:

1. The tenancy will end by way of mutual agreement on December 31, 2022.

I confirmed that the parties entered into the settlement agreement voluntarily, free of any coercion or duress. I confirmed each detail of the settlement with the parties. Both parties confirmed having understood each term of the agreement and acknowledged it represented a full, final, and binding settlement of this dispute.

Pursuant to the parties' settlement, I grant the Landlord an order of possession. The Tenants shall provide vacant possession of the rental unit to the Landlord by no later than **1:00 PM on December 31, 2022.**

Since the parties were able to agree to settle their dispute, I find that neither party shall recover their filing fee from the other. The Tenants shall bear their own costs for their application and their claim for return of their filing fee is dismissed without leave to reapply.

It is the Landlord's obligation to serve the order of possession on the Tenants. If the Tenants do not comply with the order of possession, it may be filed by the Landlord with the Supreme Court of British Columbia and enforced as an order of that Court.

I make no findings of fact or law with respect to this dispute. Nothing in this settlement agreement is to be construed as a limit on either parties' 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 *Residential Tenancy Act*.

Dated: September 29, 2022

Residential Tenancy Branch