



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **CNC**

### Introduction

This hearing was convened by way of conference call in response to an application for dispute resolution (“Application”) filed by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) in which the Tenant seeks an order cancelling a One Month Notice to End Tenancy for Cause dated May 30, 2022 (“1 Month Notice”) pursuant to section 47 of the Act.

An agent for the Landlord (“JG”), the Tenant and the Tenant’s advocate (“TM”) attended the hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the *Residential Tenancy Branch Rules of Procedure* (“RoP”). The parties were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The Tenant stated he served the Notice of Dispute Resolution Proceeding and his evidence (collectively the “NDRP Package”) on the Landlord in-person on July 31, 2022. JG acknowledged the Landlord received the NDRP Package. I find the NDRP Package was served on the Landlord in accordance with the provisions of sections 88 and 89 of the Act.

### Preliminary Matter – Correction of Rental Address and Tenant’s Address

At the outset of the hearing, I noticed the rental address stated in the tenancy agreement and on the 1 Month Notice included a unit number whereas the rental address and Tenant’s address did not. The Tenant requested an amendment to the Application to add the unit number to the rental address and his address stated in the Application. JG consented to the Tenant’s request for an amendment to the Application to add the unit number to the rental address and the Tenant’s address.

Rule 4.2 of the Rules 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

With the consent of JG, pursuant to Rule 4.2, I order the Application to be amended to add the unit number to address for the rental unit and the Tenant's address stated in the Application.

#### Preliminary Matter – Addition and Removal of Claim from Application

At the outset of the hearing, I noted that the Landlord had submitted a copy of the 1 Month Notice into evidence. In the Application, the only claim the Tenant made was to dispute a Four Month Notice for Demolition or Conversion of Rental Unit. I explained the difference between a One Month Notice and a Four Month Notice and asked the Tenant if it was his intention to seek an order for cancellation of the 1 Month Notice. The Tenant requested that I amend the Application to remove his claim to dispute a Four Month Notice to End Tenancy and add a claim to seek cancellation of the 1 Month Notice. JG consented to the amendment requested by the Tenant for removal of the claim to seek cancellation of a Four Month Notice and to add a claim to seek cancellation of the 1 Month Notice..

With the consent of JG, pursuant to Rule 4.2, I order the Application to be amended to remove the Tenant's claim for cancellation of a Four Month Notice to End Tenancy and to add a claim for cancellation of the 1 Month Notice.

#### Preliminary Matter – Addition and Deletion of Respondent in Application

At the outset of the hearing, I noted that the name of the Landlord stated in the tenancy agreement and the 1 Month Notice was an association ("PH") while the name of the respondent stated in the Application was JG. JG stated he was an employee of PH and that he had signed the 1 Month Notice as agent for the Landlord. The Tenant requested I amend the Application to remove JG as a respondent and to add PH as a respondent.

JG consented to the Tenant's request for an amendment to remove JG as a respondent and to add PH as a respondent.

With the consent of JG, pursuant to Rule 4.2, I order the Application to be amended to remove JG as a respondent and to add PH as a respondent.

### 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 1 Month Notice;
2. The Tenant agrees to withdraw the Application;
3. The Tenant agrees to vacate the rental unit by 1:00 pm on December 31, 2022;  
and
4. The Tenant agrees to pay the rent for December 2022 in accordance with the requirements of the tenancy agreement between the Landlord and Tenant.

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 the claim made in the Application.

### Conclusion

As the parties have reached a full and final settlement of the sole claim set out in the Application, I make no factual findings about the merits of the Application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I grant the Landlord an Order of Possession effective at 1:00 pm on December 31, 2022. The Landlord is provided with this Order on 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: November 22, 2022

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Residential Tenancy Branch