



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, RP, FFT

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on September 29, 2022, wherein the Tenant sought the following relief:

- an order cancelling a 2 Month Notice to End Tenancy for Landlord's Use, issued on September 26, 2022 (the "Notice");
- an Order that the Landlord make repairs to the rental unit; and,
- recovery of the filing fee.

The hearing of the Tenant's Application was scheduled for 9:00 a.m. on November 8, 2022. Both parties called into the hearing and were provided the opportunity to present their evidence orally and in written and documentary form and to make submissions to me. The Tenant called in on her own behalf and was assisted by her friend H.J. The Landlord, the Landlord's daughter, J.D., the Landlord's son in law, D.B., and the Landlord's legal counsel, A.D. called in on behalf of the Landlord.

Preliminary Matter—Landlord's Name

Hearings before the Residential Tenancy Branch are conducted in accordance with the *Residential Tenancy Branch Rules of Procedure*. Rule 4.2 of the *Rules* allows me to amend an Application for Dispute Resolution in circumstances where the amendment might reasonably have been anticipated. The authority to amend is also provided for in section 64(3)(c) (RTA) 57(3)(c) (MHPTA) which allows an Arbitrator to amend an Application for Dispute Resolution.

On the Application the Tenant inverted the Landlord's first and second name. I therefore Amend the Tenant's Application to correctly name the Landlord.

Settlement and Conclusion

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

The terms of their settlement follow.

1. The tenancy shall end and the Tenant shall vacate the rental unit by no later than **1:00 p.m. on February 28, 2023.**
2. The Landlord is granted an Order of Possession effective **1:00 p.m. on February 28, 2023.** The Landlord must serve the Order on the Tenant as soon as possible and may if necessary, file and enforce the Order in the B.C. Supreme Court.
3. The Tenant may end her tenancy early in accordance with section 50 of the *Residential Tenancy Act*.
4. The Tenant is at liberty to apply for monetary compensation from the Landlord pursuant to section 51(2) of the *Act*, should the Landlord not use the rental unit for the purpose stated on the Notice.
5. The Landlord shall make all reasonable efforts to retain a mould expert, by no later than November 22, 2022, to inspect and report on the condition of the rental unit and to make recommendations for remediation if required. The Tenant will cooperate with the Landlord's efforts to retain such an expert and shall grant entry to the rental unit for the inspection and remediation.

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 08, 2022

Residential Tenancy Branch