



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR (Tenant's Application)
OPR-DR, MNR-DR, FFL (Landlord's Application)

Introduction

This hearing convened as a result of cross applications. In the Tenant's Application, filed on September 29, 2022, the Tenant sought to cancel a 10 Day Notice to End Tenancy for Unpaid Rent issued on September 25, 2022 (the "Notice"). In the Landlord's Application filed October 4, 2022, the Landlord sought an Order of Possession and monetary compensation based on the Notice as well as recovery of the filing fee.

The hearing of the parties' application was scheduled for 11:00 a.m. on November 14, 2022. Both parties called into the hearing. The Tenant called in on his own behalf. The Landlord's sister, D.B., and the property manager, J.T., called in on the Landlord's behalf.

The hearing process was explained, and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form and make submissions to me.

Preliminary Matter—Landlord's Name

D.B. stated that the Landlord had passed away on November 5, 2022, and that she had been named executrix in the Landlord's will; as such, D.B. called in as the personal representative of the Landlord.

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.

I therefore amend the Applications to name D.B. as the Landlord's personal representative.

Settlement and Conclusion

During the hearing the parties reached a comprehensive settlement of the matters raised in their respective applications. Pursuant to section 63 of the *Residential Tenancy Act* (the "Act"), I record their agreement in this my Decision and resulting Orders. 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 the settlement are as follows.

1. The Tenant will vacate the rental unit by no later than **1:00 p.m. on November 19, 2022.**
2. The Landlord is entitled to an Order of Possession effective **1:00 p.m. on November 19, 2022.** This order may be filed in the Supreme Court and enforced as an order of that Court.
3. Provided the Tenant vacates the rental unit as provided for above, the Tenant shall not be responsible for paying the rental arrears in the amount of \$2,580.00.
4. Should the Tenant not vacate the rental unit as provided for above, the Landlord shall be at liberty to apply for monetary compensation from the Tenant including the \$2,580.00 in rental arrears as well as any other losses incurred by the Landlord due to this tenancy.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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 14, 2022

Residential Tenancy Branch