



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      CNR-MT

### Introduction

The Tenant seeks an order pursuant to s. 46 of the *Residential Tenancy Act* (the “Act”) cancelling a 10-Day Notice to End Tenancy signed on November 10, 2022 (the “10-Day Notice”) and an order under s. 66 for more time to do so.

C.B. appeared as the Tenant. C.M. appeared as the Landlord’s agent.

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. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

### Preliminary Issue – Style of Cause

Policy Guideline #43 provides guidance on the naming of parties and indicates that the correct legal spelling ought to be used. In this instance, the tenancy agreement lists a property management company as the Landlord whereas the Tenant lists K.M., an individual, as the landlord.

I enquired with the Landlord’s agent who the correct landlord was, and he confirmed it was the management company as listed in the tenancy agreement. I proposed amending the style of cause to reflect this and neither party took issue with me doing so.

Accordingly, I amend the style of cause such that it reflects the naming of the Landlord as listed in the tenancy agreement.

### Parties' 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 Landlord agrees to withdraw the 10-Day Notice. The tenancy shall continue until it is ended in accordance with the *Act*.
2. The Tenant agrees to pay the Landlord the security deposit of \$747.50, as listed in the tenancy agreement. The Tenant shall pay this amount by no later than July 31, 2023.

I confirmed that the Landlord's agent and the Tenant entered into the settlement agreement voluntarily, free of any coercion or duress. I confirmed each detail of the settlement with the Landlord's agent and the Tenant. 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 a monetary order on the terms listed above. The Tenant shall pay **\$747.50** to the Landlord by no later than July 31, 2023. It is the Landlord's obligation to serve this order on the Tenant, which may be enforced at the Provincial 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: April 28, 2023

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Residential Tenancy Branch