



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding 1700 PENDRELL HOLDINGS
INC. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MNDCT, RR, OLC, FFT, CNOP, CNMN

Introduction

This hearing dealt with an Application for Dispute Resolution (Application) that was filed by the Tenants under the *Residential Tenancy Act* (the Act) on January 19, 2023, seeking:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice);
- An order for the Landlord to comply with the Act, regulations, or tenancy agreement; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call at 11:00 am on April 4, 2023, and was attended by the Tenants, and an agent for the Landlord T.P. (Agent). All parties provided affirmed testimony. As the Agent acknowledged receipt of the Notice of Dispute Resolution proceeding (NODRP) and raised no concerns about the service date or method, the hearing proceeded as scheduled.

The participants were advised that inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The participants were asked to refrain from speaking over me and one another and to hold their questions and responses until it was their opportunity to speak. The participants were also advised that personal recordings of the proceeding were prohibited and confirmed that they were not recording the proceedings.

Preliminary Matters

Preliminary Matter #1

Although the Tenants filed an amendment to the Application (Amendment) on March 30, 2023, seeking to add a \$1,800.00 claim for compensation for monetary loss or other money owed, and a claim for an \$8,740.00 rent reduction, the Agent took issue with the fact that the Amendment was not filed and served on the Landlord in accordance with rules 4.3 and 4.6 of the Residential Tenancy Branch Rules of Procedure (Rules of Procedure), and therefore the Landlord has not had sufficient time to review the Amendment and prepare a response. I agree. Pursuant to rule 4.7 of the Rules of Procedure, I therefore declined to amend the Application, and the hearing proceeded with the Application as originally filed.

Preliminary Matter #2

I advised the parties that the name listed for the Landlord in the Application does not match the name listed for the Landlord in the tenancy agreement. The Agent stated that the name listed for the Landlord in the tenancy agreement is correct and the Tenants agreed. With the consent of the parties, the Application was amended to correctly name the corporate Landlord.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my decision and supporting orders.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree the tenancy will end at 1:00 pm on April 30, 2023.
2. The parties agree that the Tenants owe \$4,120.00 in outstanding rent and fees for the period up to and including April 30, 2023, and the Tenants agree to pay this amount to the Landlord.
3. The parties agree that the security deposit and scheduling of the move-out condition inspection are to be dealt with in accordance with the Act.

This settlement agreement was reached in accordance with section 63 of the Act and the parties are cautioned that their rights and obligations under the Act continue until the tenancy ends.

Conclusion

I order the parties to comply with the terms of the mutual settlement agreement described above.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an order of possession, effective at 1:00 pm on April 30, 2023. This order of possession must be served on the Tenants as soon as possible. Should the Tenants 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.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord a \$4,120.00 monetary order. This monetary order must be served on the Tenants as soon as possible. Should the Tenants fail to comply with this order, this order may be filed in the Small Claims 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 Act.

Dated: April 4, 2023

Residential Tenancy Branch