



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Brown Bros
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OLC, PSF, FF

Introduction

This hearing was convened as the result of the tenant's application for dispute resolution under the Residential Tenancy Act (Act). The tenant applied for:

- an order cancelling the One Month Notice to End Tenancy for Cause (Notice) issued by the landlord;
- an order requiring the landlord to comply with the Act, regulations, or tenancy agreement;
- an order requiring the landlord to provide for services or facilities required by the tenancy agreement or the Act; and
- to recover the cost of the filing fee.

The tenant and the landlord's agent attended the hearing and hearing instructions were provided.

Pursuant to the Residential Tenancy Branch Rules of Procedure (Rules), the landlord's agent proceeded first in the hearing to support their Notice. Prior to the tenant's response, the parties agreed to a mediated discussion.

Thereafter, the parties agreed to resolve their differences and that I would record their settlement.

Settlement and Conclusion

The parties confirmed 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 agrees to vacate the rental unit by 1:00 p.m. Pacific Time on March 31, 2021, the date the tenancy ends.
2. The landlord is granted an Order of Possession effective at 1:00 p.m. on March 31, 2021. This Order must be served on the tenant to be enforceable and may be enforced in the Supreme Court of British Columbia.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

The tenant is reminded that he still owes all rent due and payable under the written tenancy agreement.

The tenant is cautioned that should enforcement become necessary, the costs of enforcement, **such as bailiff fees**, are subject to recovery from the tenant.

I order the parties to comply with their agreement.

This decision containing the recorded settlement 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: February 23, 2021

Residential Tenancy Branch