



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding JACAM HOLDINGS  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNL-4M MNDC OLC

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A participatory hearing, by teleconference, was held on March 23, 2021. The Tenant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

The Landlord and the Tenant both attended the hearing. All parties provided testimony.

### Settlement Agreement

During the hearing, a mutual agreement was discussed and both parties agreed to settle all issues on this application as laid out below.

Pursuant to section 63 of the *Act*, the Arbitrator 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.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

- The Tenant currently rents the entire property, which consists of two houses on a large property (with two different addresses)
- The Tenant will move off the rental property by **July 1, 2021, at 1pm**.
- The Tenant will not be required to pay rent for the remainder of the tenancy.
- The Tenant withdraws his application, in full.
- Both parties agree to set aside the 4 Month Notice, and it is of no force or effect.

- The tenancy ends by way of this mutual agreement.
- These terms comprise the full and final settlement of all aspects of this dispute for both parties.

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.

### Conclusion

In support of the agreement described above, the landlord is granted an order of possession effective July 1, 2021, at 1pm and after service on the tenant. The Landlord may serve and enforce this Order if the Tenant fails to move out as specified above.

This Order **must** be read in conjunction with the above settlement agreement and the Landlord **must not** seek to enforce this Order on the Tenants, unless the Tenants fail to meet the conditions of this agreement.

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: March 23, 2021

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Residential Tenancy Branch