



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding E. ALSIMLI AND GRP LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OLC

Introduction

This hearing dealt with the tenant's application for dispute resolution seeking remedy under the *Residential Tenancy Act (Act)* for:

- an order cancelling the One Month Notice to End Tenancy for Cause (Notice) issued by the landlord; and
- an order requiring the landlord to comply with the Act, regulation, or tenancy agreement.

The tenant, the tenant's advocate (advocate), and the landlord attended. During the introductory phase of the hearing, the advocate presented that the parties had discussed and reached a settlement of the matters in the tenant's application just prior to the hearing. The landlord was questioned and confirmed that she agreed to the settlement.

Thereafter the parties agreed to the points of settlement and that I would record their settlement.

Settlement and Conclusion

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 January 31, 2022.
2. The tenant understands the landlord will be issued an order of possession of the rental unit (Order) in the event the tenant fails to vacate the rental unit by the agreed upon date and time.

3. Should it become necessary, this Order must be served on the tenant to be enforceable and may be enforced in the Supreme Court of British Columbia.
4. The parties agree that the Notice is set aside.
5. The landlord agrees that the tenant is not obligated to provide a full calendar month's notice in the event he is able to end the tenancy earlier.
6. This settled Decision resolves the matters contained in the tenant's application and no finding is made on the merits of the said application for dispute resolution or the landlord's Notice.

The tenant is reminded that he still owes all rent due and payable under the terms of the written tenancy agreement and any subsequent rent increases.

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

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.

This decision containing the recorded settlement of the parties 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: September 23, 2021

Residential Tenancy Branch