



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNC, FF

Introduction, Preliminary and Procedural Matters-

This hearing dealt with the tenant's application and amended application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for an order cancelling the two One Month Notice to End Tenancy for Cause (Notice/1 Month Notice) issued by the landlord and recovery of the filing fee.

The tenant and the landlord were present at the beginning of the hearing and were affirmed.

Near the beginning of the hearing a mediated discussion was held. This discussion resulted in the settlement of the issues.

Settlement and Conclusion

As the parties resolved matters by agreement, I make no findings of fact or law with respect to the tenant's application or the landlord's Notices.

The parties were informed 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 tenancy shall end on or before 1:00 p.m. on August 31, 2023.
2. The tenant agrees to vacate the rental unit by or before 1:00 p.m. on August 31, 2023.

3. The landlord is granted an Order of Possession (Order) effective at 1:00 p.m. on August 31, 2023, which becomes enforceable should the tenant fail to vacate the rental unit by the agreed upon date and time.
4. The tenant will provide notice to the landlord immediately if they find alternate accommodation prior to August 31, 2023.
5. The landlord is agreeable that the tenant can serve their notice to end the tenancy, without having to provide a full one month notice required under the Act.
6. The tenant owes, and agrees to pay, the monthly rent on the due date for July 2023, and if the tenant remains in the rental unit on August 1, 2023, the tenant will pay the entire monthly rent for August 2023.

I order the parties to comply with the terms of this settlement.

As the matters were settled, I do not award the tenant recovery of the filing fee.

The landlord is reminded that the order of possession is not enforceable earlier than the effective date and time and that they may not seek enforcement earlier.

The tenant is **cautioned** that costs of such enforcement of the Order, **including bailiff fees**, are recoverable 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 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*. Pursuant to section 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: June 30, 2023

Residential Tenancy Branch