



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding BCG EDMONTON GP INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL-4M

Introduction, Preliminary and Procedural Matters-

This hearing dealt with the tenant's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for an order cancelling the Four Month Notice to End Tenancy for Demolition or Conversion of a Rental Unit (Notice/4 Month Notice) issued by the landlord.

Those listed on the cover page of this decision attended the hearing and were affirmed. Words utilizing the singular shall also include the plural and vice versa where the context requires.

The landlord confirmed receipt of the application for dispute resolution, evidence, and notice of hearing (proceeding package) and the agent confirmed receipt of most of the landlord's evidence.

Thereafter the hearing proceeded and concluded. Following the conclusion, a mediated discussion was held. The agent confirmed they had the tenant's authority to settle the matter. This discussion resulted in the settlement of the issue.

Mutual 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 4 Month Notice.

The parties were informed and confirmed their understanding that this agreement was made on a voluntary basis, that they were not coerced, 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 pm on June 30, 2024.
2. The tenant agrees to vacate the rental unit by or before 1:00 pm on June 30, 2024.
3. The landlord is granted an Order of Possession (Order) effective at 1:00 pm on June 30, 2024, which becomes enforceable should the tenant fail to vacate the rental unit by the agreed upon date and time.

The tenant is **cautioned** that costs of such enforcement of the Order, **including bailiff fees**, are recoverable from the tenant should they fail to vacate the rental unit by the agreed time and date.

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

As I have not made a finding on the merits of the 4 Month Notice, pursuant to section 62 of the Act, I find that the tenancy is ending based on the issuance of the 4 Month Notice and that any penalty provisions in place for tenant's compensation under section 51 of the Act for the landlord's failure to comply with the Notice are still in effect, based on the newly agreed upon tenancy end date.

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 mutual 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: January 29, 2024

Residential Tenancy Branch