

## **DECISION**

### **Introduction**

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear linked applications.

The Tenant's March 7, 2024 Application for Dispute Resolution under the Act is for:

- Cancellation of the One Month Notice to End Tenancy for Cause (the One Month Notice), pursuant to section 47

The Landlord's February 21, 2024 Application for Dispute Resolution under the Act is for:

- An Order of Possession based on a One Month Notice to End Tenancy for Cause (One Month Notice) under sections 47 and 55 of the Act
- An authorization to recover the filing fee for this application, under section 72

### **Settlement**

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute. 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. During this hearing, the parties reached an agreement to settle their dispute.

Both parties agreed to the following terms of a final and binding resolution of the Tenant's application and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

- Both parties agree that this tenancy shall end by June 30, 2024, at 1:00 PM;
- The Tenant agrees to increase the monthly rent to \$2,300.00 until the mutually agreed end of tenancy date;
- Should the Tenant decide to vacate by the end of May 2024, the Tenant agrees to give notice to the Landlord by 11:59 PM on May 10, 2024;
  - In this case, the Landlord agrees that this is sufficient notice and the Tenant will not have to pay rent for June 2024;
- The Tenant agrees to reasonably cooperate, in good faith, with allowing the Landlord to show the rental unit to prospective renters;

- The Tenant agrees to pay May 2024 rent by 11:59 PM on May 2, 2024, otherwise the Tenant agrees to pay a late fee of \$10.00 per day;
- The Tenant agrees to pay June 2024 rent by 11:59 PM on May 28, 2024, otherwise the Tenant agrees to pay a late fee of \$10.00 per day;
- Both parties agree to service by email at the addresses noted on the cover page of this settlement agreement;
- The Tenant authorizes the Landlord to retain \$50.00 out of the security deposit, representing half of the filing fee;
- Both parties agreed that these particulars comprise the full settlement of all aspects of their current applications for dispute resolution.

## Conclusion

To give effect to the settlement reached between the parties, and as discussed at the hearing, I grant an Order of Possession to the Landlord effective **on June 30, 2024, at 1:00 PM, after service of this Order** on the Tenant. Should the Tenant or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: May 2, 2024

---

Residential Tenancy Branch