



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding CHARTWELL APARTMENTS C/O TRIBE MANAGEMENT
INC. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC FF

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- to cancel a One Month Notice to End Tenancy for Cause (the "One Month Notice");

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

Settlement Agreement

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 parties agree that:

- They have come to a comprehensive settlement agreement, provided into evidence as an external document.
- The parties agree to be bound by all terms in that agreement, including:

1. The Landlord withdraws the One-Month Notice.

2. The Parties agree to request that the arbitrator incorporate this Agreement into a recorded settlement decision at the hearing scheduled to determine the RTB Matter on October 28, 2024

3. The Tenant will not permit Filip Mikulica to be physically present in the Building or within 50 metres of the Building without prior permission in writing from the Landlord.

4. If a breach of the obligations set out in paragraph 3 above occurs, the Landlord may terminate the Lease immediately by delivering a written notice of termination to the Tenant.

5. Subject to any early termination under paragraph 5 above, the Tenant will vacate the Unit by March 1, 2025, on which date the Lease will terminate.

6. For clarity, it is the Tenant's responsibility to find alternative housing by March 1, 2025, and the Lease will terminate on that date (or earlier, as the case may be) even if the Tenant fails to find alternative housing.

7. The Tenant may provide 10 days' notice to end the Tenancy early.

8. The Tenant must leave the Unit in a reasonably clean state, and undamaged apart from ordinary wear and tear, but need not launder or dry clean the curtains.

9. The Tenant will benefit from the ordinary financial and other supports available to vacating tenants under the City of North Vancouver's Tenant Displacement Policy 2015 as amended in 2021, as well as any bonus compensation offered by the Landlord and in addition will receive \$1,500 for packing/decluttering expenses.

10. The Landlord will provide the Tenant with a rental reference indicating that the tenancy dated from 2012 and the Tenant made no late rent payments.

- The parties agree that the one month notice is cancelled and the Landlord is entitled to an order of possession, effective March 1, 2025, which is the mutually agreed end to the tenancy, as noted above.
- 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.

To give effect to the settlement reached by the parties, I also grant the Landlord an Order of Possession effective March 1, 2025, at 1pm to reflect the end of tenancy.

Conclusion

In support of the agreement described above, the landlord is granted an order of possession effective March 1, 2025, at 1pm and after service on the tenants. The Landlord may serve and enforce this Order if the Tenants fail 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: October 29, 2024

Residential Tenancy Branch