



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding KELSON INVESTMENTS LTD and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes For the Tenant: CNL-4M
For the Landlord: OPL-4M

Introduction

This hearing was convened as the result of the cross applications of the parties for dispute resolution seeking remedy under the Residential Tenancy Act (Act).

The Tenant applied for an order cancelling the Four Month Notice to End Tenancy for Demolition of a Rental Unit (Notice)

The Landlord applied for an order of possession of the rental unit pursuant to a Notice served to the Tenant.

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.

At the beginning of the hearing, the parties disclosed that they had settled the matters the day prior to the hearing. The parties agreed that I would record their settlement in written form.

Mutual Agreement 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 Notice.

The terms of the agreement are as follows.

1. The tenancy shall end on or before December 18, 2024, at 11:59 PM.

2. The Tenant agrees to vacate the rental unit by or before December 18, 2024, at 11:59 PM.
3. The Landlord is granted an Order of Possession (Order) effective on December 18, 2024, at 11:59 PM, which only becomes enforceable should the Tenant fail to vacate the rental unit by the agreed upon date and time.
4. For the remainder of the tenancy, the Tenant will pay the monthly rent due for October 1-15, 2024, in the amount of \$946.50 by no later than October 15, 2024. Additionally, after that, the Tenant will owe no further monthly rent through the end of the tenancy of December 18, 2024.

The Tenant is **cautioned** that should they not move-out by December 18, 2024, at 11:59 PM, the costs of enforcing of the Order, **including bailiff fees**, are recoverable from the Tenant.

I order the parties to comply with the terms of their Mutual Agreement. The parties are bound by the terms of this Mutual Agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this Mutual Agreement, the tenancy agreement, or the Act, it is open to the other party to take steps under the Act to seek remedy.

As the tenancy is ending and the parties resolved the issue by Mutual Agreement, I make no findings of fact or law regarding the Tenant's application, the Landlord's application, or the Landlord's Notice.

This decision containing the parties' mutual agreement 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 7, 2024

Residential Tenancy Branch