



DECISION

Introduction

The Tenant has filed two applications, both of which seek an order pursuant to s. 47 of the *Residential Tenancy Act* (the “*Act*”) cancelling a One-Month Notice to End Tenancy for Cause.

S.M. attended as the Tenant. C.B. attended as advocate for the Tenant.

M.H. attended as the Landlord. The Landlord was represented by counsel, J.W., who was accompanied by J.L. provider her support.

Settlement

Under s. 63 of the *Act*, I may assist the parties to settle their dispute. If the parties reach an agreement during the dispute resolution proceedings, I may record the settlement in the form of a decision or an order.

During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute. Both parties agreed to the following settlement on all issues in dispute in this application:

- 1) The Landlord and Tenant agree that the tenancy will end at 1:00 PM on November 1, 2024.
- 2) The Landlord agrees to pay the Tenant \$600.00 for moving expenses to be paid by no later than October 20, 2024.

I confirmed each detail of the settlement with the Landlord and the Tenant. I confirmed that the Landlord and the Tenant entered into the settlement agreement voluntarily, free of any coercion or duress. Both parties confirmed having understood each term of the agreement and acknowledged it represented a full, final, and binding settlement of this dispute.

To give effect to the settlement, I grant the Landlord an order of possession. The Tenant, and any other occupant, shall provide vacant possession of the rental unit to the Landlord by no later than **1:00 PM on November 1, 2024**.

I also grant the Tenant a monetary order. The Landlord is ordered to pay the Tenant **\$600.00** by no later than October 20, 2024.

The Landlord must serve the order of possession on the Tenant. The Landlord may enforce the order of possession at the BC Supreme Court should the Tenant fail to vacate voluntarily.

The Tenant must serve the monetary order on the Landlord. The Tenant may enforce the monetary order at the BC Provincial Court should the Landlord fail to pay her.

I make no findings with respect to the substantive issues in dispute. Nothing in this settlement shall be construed to limit either party's entitlement to compensation or other relief to which they may be entitled to under the *Act*.

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: October 9, 2024

Residential Tenancy Branch