



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding 222 ASH STREET PROPERTIES and
[tenant name suppressed to protect privacy]

DECISION

<u>Dispute Codes</u>	For the Tenant:	CNC-MT, LRE, OLC
	For the Landlord:	OPC, FF

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 One Month Notice to End Tenancy for Cause (Notice) issued by the Landlord, an order extending the time to file an application disputing the Notice, an order suspending or setting conditions on the Landlord's right to enter the rental unit, and an order requiring the Landlord to comply with the Act, regulations, or tenancy agreement.

The Landlord applied for an order of possession pursuant to the One Month Notice and recovery of the filing fee.

Both parties attended and were affirmed for the hearing.

At the beginning of the hearing a mediated discussion was held. This discussion resulted in the settlement of the issues.

Thereafter, the parties agreed to resolve their differences and that I would record their settlement.

Mutual Settlement and Conclusion

As the parties resolved matters by agreement, I make no findings of fact or law with respect to the parties' respective applications or the Landlord's Notice.

The parties were informed 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. Both parties agreed to the following terms of a final and binding resolution of the respective applications and that they did so of their own free volition and without any element of coercion:

The terms of the settlement are as follows.

1. The tenancy shall end on or before 1:00 p.m. on July 31, 2024.
2. The Tenant agrees to vacate the rental unit on or before 1:00 p.m. on July 31, 2024.
3. The Landlord is granted an Order of Possession (Order) effective at 1:00 p.m., July 31, 2024, which becomes enforceable should the Tenant fail to vacate the rental unit by the agreed upon date and time.
4. The Tenant acknowledges that the monthly rent for July 2024 must be paid, and that if their rent subsidies end before July 31, 2024, the Tenant is personally responsible for the monthly rent for that month.

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

The Tenant is **cautioned** that should they not move-out by July 31, 2024, the costs of enforcing of the Order, **including bailiff fees**, are recoverable from the Tenant.

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.

As the tenancy is ending and the parties resolved this dispute by mutual agreement, I make no findings on the other issues listed in the Tenant's application. As I have not considered the merits of the Landlord's Notice, I decline to award the filing fee for the Landlord.

This decision containing the parties' 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: June 13, 2024