

DECISION

Introduction

This hearing dealt with the parties' applications under the *Residential Tenancy Act* (the Act) regarding:

- a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) and an order of possession and compensation under sections 46 and 55 of the Act;
- a request to reduce rent or make orders for repairs, services or facilities agreed upon but not provided, under sections 27, 32, 62, and 65 of the Act;
- authorizations to recover filing fees under section 72 of the Act.

During the hearing, the parties reached an agreement to end the tenancy and settle their dispute.

Settlement

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute and record it in the form of a decision and orders.

Both parties agreed to the following terms of their own free will:

1. The parties mutually agree to end the tenancy on September 30, 2023, at 1:00pm, at which time the Tenant agrees to have vacated the rental unit.
2. The Landlord will retain the Tenant's security deposit in the amount of \$5,750.00 in satisfaction of rent owing.
3. The Tenant will pay rent to the Landlord in the amount of \$27,175.00 on the following schedule:
 - a. The Tenant will pay \$20,000.00 to the Landlord on August 30, 2023.
 - b. The Tenant will pay \$7,175.00 to the Landlord on September 20, 2023.
4. To enforce the terms of this agreement, I grant the Landlord a monetary order for \$27,175.00, and an order of possession for the rental unit.
 - a. The Landlord may serve and enforce the monetary order if the Tenant does not comply with the payment plan outlined above.
 - b. The Landlord may **only** serve and enforce the order of possession if the Tenant does not vacate the rental unit on September 30, 2023, at 1:00pm, **or** if the Tenant does not comply with the payment plan outlined above.
5. The Tenant agrees to withdraw their application for hearing on September 28, 2023. The file number is noted on the cover page of this settlement decision.

6. The Tenant will remove their washer and dryer from the rental unit, and will leave the rental unit reasonably clean and undamaged at the end of the tenancy.
7. The parties agree to ensure their future communications are civil and respectful, and they agree not to make any disparaging remarks in any future written or verbal communication.
8. The Tenant will allow the Landlord to show the rental unit to prospective tenants up to two times per week, provided that proper notice is given or as agreed between the parties.
9. The Landlord may complete a maximum of one monthly inspection between now and the end of the tenancy if proper notice is provided or as agreed between the parties.
10. Both parties agree to act in good faith, and that this is a full and final settlement of all issues currently arising out of the tenancy.
11. Each party will bear the cost of their own filing fees.

Conclusion

To carry out the terms of the settlement, I grant the following orders.

I order the Landlord to retain the Tenant's security deposit of \$5,750.00.

I grant the Landlord a Monetary Order for \$27,175.00. Should the Tenant fail to comply with the payment schedule set out in the settlement agreement, the Landlord may serve a copy of this monetary order along with written demand for payment. Then, the monetary Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

I grant an Order of Possession to the Landlord effective two days after service on the Tenant. Should the Tenant fail to comply with the payment schedule or the date to vacate the rental unit as set out in the above settlement agreement, the Landlord may serve the order of possession. Two days later, 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 *Residential Tenancy Act*.

Dated: August 25, 2023

Residential Tenancy Branch