

## **DECISION**

### **Introduction**

This hearing dealt with the Tenant's Application for Dispute Resolution, filed on February 6, 2024 under the *Residential Tenancy Act* (the "Act") for:

- cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) under sections 46 and 55 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

This hearing also dealt with the Landlord's Application for Dispute Resolution, filed on February 9, 2024, under the Act for:

- an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) under sections 46 and 55 of the Act
- a Monetary Order for unpaid rent under section 67 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

At the outset of the hearing the parties indicated their intention to settle their dispute.

### **Analysis**

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute. 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. During this hearing, the parties reached an agreement to settle their dispute.

Both parties agreed to the following terms of a final and binding resolution of the both the Tenant's application and the Landlord's application. The following terms are a resolution of all the issues in dispute arising out of this tenancy at this time. The Tenant and Landlord make this agreement of their own free volition and without any element of coercion:

- 1) The Tenant will pay to the Landlord \$4,792.00 by April 30, 2024. This amount is in full satisfaction of all rent owed until March 30, 2024.
- 2) The Tenant and Landlord will sign a tenancy agreement which terms will include the following:

- a) The tenancy will be a fixed term for one year;
  - b) Until June 30, 2024, rent in the amount of \$2,500.00 per month will be paid by the Tenant to the Landlord on the first day of each month; and
  - c) The Landlord will increase the rent effective on July 1, 2024 to \$2,578.50. The Tenant will then pay the increased rent on the first day of each month.
- 3) The Tenant and Landlord will both confirm that a security deposit of \$1,250.00 and a pet deposit of \$1,250.00 has been paid. If the deposits have not been paid, the Tenant will pay it to the Landlord.
- 4) If the Tenant does not pay \$4,7620.00 by April 1, 2024, the Landlord may serve the Order of Possession and the Monetary Order on the Tenant.

## **Conclusion**

In order to give effect to the settlement reached between the parties, and as discussed at the hearing, I grant an Order of Possession to the Landlord effective on May 1, 2024 after service of this Order on the Tenant. Should the Tenant or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In the event that the Tenant has not paid \$4,792.00 to the Landlord by April 30, 2024, and, in order to give effect to the above settlement reached between the parties, I grant a Monetary Order in the Landlord's favour in the amount of \$4,792.00.

The Landlord is provided with these Orders and the Tenant must be served with a copy of these Orders as soon as possible. Should the Tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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: March 18, 2024

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Residential Tenancy Branch