



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

### **Introduction**

This hearing dealt with the Tenant's Application for Dispute Resolution (Application) under the *Residential Tenancy Act* (Act) for:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice).

This hearing also dealt with the Landlord's Cross-Application under the Act for:

- Enforcement of a 10 Day Notice;
- Recovery of unpaid rent;
- Retention of the security deposit; and
- Recovery of the filing fee.

Tenant J.R.B. attended the hearing for the Tenant.

Landlord H.S.G. and their agent M.M. attended the hearing for the Landlord.

During the hearing, the parties were able to settle their disputes.

### **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 disputes, as set out below.

The parties agreed to the following final and binding terms and they did so of their own free volition and without any element of coercion:

1. The parties agree that the tenancy will end on June 30, 2024, at 11:59 P.M.
2. The parties agree that the Landlord may retain the \$2,278.22 currently held in trust as a security deposit and interest, towards the \$7,000.00 in outstanding rent owed up to and including June 30, 2024.
3. The parties agree that the Landlord is still owed \$4,721.78 in outstanding rent after the above noted deduction, which the Tenant agrees to pay.
4. The parties agree that the 10 Day Notice is cancelled and of no force or effect.

5. The parties agree that this constitutes full and final settlement of the respective Applications.

## Conclusion

I order the parties to comply with the terms of their mutual settlement agreement. In support of the settlement described above, pursuant to section 63 of the Act, and with the agreement of the parties:

I grant the Landlord a Monetary Order in the amount of **\$4,721.78**. This Order **must** be served by the Landlord on the Tenant as soon as possible. Should the Tenant fail to comply with this Order, it may be filed in the BC Small Claims Court and enforced as an Order of that Court.

I grant the Landlord an Order of Possession effective at **11:59 PM on June 30, 2024**. This Order **must** be served by the Landlord on the Tenant as soon as possible. Should the Tenant fail to comply with this Order, it may be filed in the BC Supreme Court and enforced as an Order of that Court.

Pursuant to section 57(2) of the Act, the Landlord must not take actual possession of the rental unit if it is still occupied by the overholding Tenant, unless they have a writ of possession issued under the Supreme Court Civil Rules.

Pursuant to section 57(3) of the Act, if the Tenant overholds the rental unit, the Landlord may claim compensation for any period that the Tenant overholds the rental unit after the tenancy is ended. Under sections 7 and 67 of the Act, the Landlord may also claim compensation for any other monetary losses suffered if the Tenant overholds the rental unit, such as bailiff fees.

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: June 18, 2024

---

Residential Tenancy Branch