

## **DECISION**

### **Introduction**

This hearing dealt with cross applications including:

The Tenant's June 12, 2024, Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

The Tenant's July 9, 2024, Application for Dispute Resolution 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
- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

The Landlord's July 12, 2024, Application for Dispute Resolution under the *Residential Tenancy Act* (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

### **Preliminary Matters**

The hearing was attended by the Tenant and their Advocate M.G, as well as S.G. as an Agent for the Landlord.

Both parties provided sworn testimony and referred to evidence.

Both parties requested to join the three files and hear them simultaneously because two files were scheduled to be heard at 9:30AM and one file was scheduled to be heard at 11am on the same day, August 8, 2024.

I therefore joined the three files under RTB Rule of Procedure 2.10.

## 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.

Both parties agreed to the following terms of a final and binding resolution of their respective applications and the issues in dispute arising out of the tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on September 1, 2024, by which time the Tenant agreed to have vacated the rental unit.
2. Both parties agreed that the Landlord will retain the full value of the \$800.00 security deposit and the \$1,600.00 deposit that was collected following a December 2023 hearing at the RTB that ended in settlement and will apply this \$2,400.00 against monies owed as rent by the Tenant for July and August 2024.
3. Both parties agreed that the Tenant is entitled to a credit for the remaining \$912.00, as the difference between \$3,312.00 owed in rent and the \$2,400.00 held by the deposits, and that no other monies are owed.
4. Both parties agreed that these particulars comprise the full settlement of all aspects of their respective current applications for dispute resolution.

## Conclusion

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 September 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.

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: August 8, 2024

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Residential Tenancy Branch