

DECISION

Introduction

This hearing dealt with the Tenant's 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) and an extension of the time limit to dispute the 10 Day Notice under sections 46 and 66 of the Act
- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) and an extension of the time limit to dispute the One Month Notice under sections 47 and 66 of the Act
- cancellation of the Landlord's Two Month Notice to End Tenancy for Landlord's Use of Property (Two Month Notice) and an extension of the time limit to dispute the Two Month Notice under sections 49 and 66 of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 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 under the *Residential Tenancy Act* (the Act) for:

- an Order of Possession for Landlord's Use of Property under sections 49 and 55 of the Act
- an Order of Possession for Cause under sections 47 and 55 of the Act

The Tenant attended the hearing for the Tenant.

The Landlord attended the hearing for the Landlord.

Preliminary Matter

The Tenant's application for dispute resolution listed her minor child as a Tenant. The tenancy agreement entered into evidence does not name the minor child as a tenant. I find on a balance of probabilities that the minor child is an occupant and not a Tenant.

Therefore, under section 64 of the Act, I amend the Tenant's application for dispute resolution and remove the minor child. The Tenant did not object to the amendment.

Analysis

Pursuant to section 63 of the Act, the Arbitrator may assist the parties to settle their dispute and 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 the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Landlord agrees to cancel the Two Month Notice to End Tenancy for Landlord's Use of Property dated May 21, 2024.
2. The Landlord agrees to cancel the 10 Day Notice to End Tenancy for Unpaid Rent dated July 5, 2024.
3. The Landlord agrees to cancel the One Month Notice to End Tenancy for Cause dated August 1, 2024.
4. The Tenant agrees to vacate the rental property by 1:00 p.m. on February 28, 2025.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached Order of Possession effective at **1:00 p.m. on February 28, 2025**, to be used by the Landlord **only** if the Tenant does not abide by the terms of the settlement agreement. The Order of Possession should be served on the Tenant.

Should the tenant 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: September 24, 2024

Residential Tenancy Branch