

DECISION

Introduction

This hearing dealt with cross applications, including:

The Tenant's September 24, 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) and an extension of the time limit to dispute the 10 Day Notice under sections 46 and 66 of the Act

This hearing dealt with the Landlord's September 23, 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

M.J. attended the hearing as the Agent and Property Manager for the Landlord.

The two Tenants also attended the hearing.

Both sides had the opportunity to provide sworn testimony and ask questions.

Preliminary Matters

I amended the Tenants' application to remove the name of the Tenant not named in the written tenancy agreement, and include the name of the Property Management company, as well as the name of the owner of the residential property.

I made these amendments under RTB Rule of Procedure 7.7.

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 their respective applications and the issues in dispute arising out of this 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 October 31, 2024, by which time the Tenants agreed to have removed their possessions from and vacated the rental unit.
2. Both parties agree that the Landlord will retain the full value of the Tenant's security deposit and pet damage deposit as compensation for rent owing to the Landlord.
3. Both parties agreed that these particulars comprise the full settlement of all aspects of the respective 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 October 31, 2024, after service of this Order** on the Tenants.

Should the Tenants 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: October 23, 2024

Residential Tenancy Branch