

DECISION

Introduction

This hearing dealt with the Tenant's and Landlord's Applications under the *Residential Tenancy Act* (the Act).

The Tenant applied for:

- cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice)
- an order to allow access to or from the rental unit for the Tenant or the Tenant's guests
- an order to suspend or set conditions on the Landlord's right to enter the rental unit
- an order allowing the Tenant to assign or sublet because the Landlord's permission has been unreasonably withheld
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement

The Landlord applied for

- an Order of Possession based on the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice)
- authorization to recover the filing fee for this application from the Tenant

At the start of the hearing, the parties were offered an opportunity to settle their dispute and reached an agreement on all issues.

Analysis

Under sections 63 and 64.2 of the Act, the Arbitrator may assist the parties to settle their dispute and record that settlement into a decision and orders.

Both parties voluntarily agreed to the following terms of a final and binding settlement:

1. This tenancy will end on November 30, 2024. The Tenant, and anyone else occupying the rental unit, must move out **by 1:00pm on November 30, 2024.**

2. The rent for this Tenancy for the period of October 10, 2024, to November 30, 2024, will be calculated on a per diem basis, as follows:
 - a. The daily rent is **\$103.33** (\$3100.00 / 30 days)
 - b. If the Tenant vacates the rental unit before November 10, 2024, the Rent will be calculated at \$103.33 per day from October 10 to the date the Tenant moves out.
 - i. Example: if the Tenant moves out on October 31, 2024, the rent due for October will be $\$103.33 \times 21 \text{ days} = \2169.93
 - c. If the Tenant vacates the rental unit on or after November 10, 2024, the full amount of the October rent of \$3100.00 must be paid by the Tenant.
 - d. If the Tenant vacates the rental unit after November 10 and before November 30, 2024, the rent for November 2024 will be calculated at \$103.33 per day from November 10 to the date the Tenant moves out.
 - i. Example: if the Tenant moves out November 15, 2024, the Tenant must pay \$3100.00 for October rent, and $\$103.33 \times 5 \text{ days} = \516.65 for November rent
 - e. If the Tenant moves out of the rental unit on November 30, 2024, the total rent for November 2024 will be \$2066.60 ($\$103.33 \times 20 \text{ days}$)
 - f. If the Tenant fails to move out of the rental unit by November 30, 2024, the full amount of rent for November 2024 of \$3100.00 will be due.
3. Both parties agreed that these terms are the full and final settlement of all aspects of the Tenant's and Landlord's 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 **by 1:00pm on November 30, 2024**.

The Landlord must serve this Order to the Tenant as soon as possible. The Tenant, and anyone else occupying the rental unit, must move out of the rental by **1:00pm on November 30, 2024**.

If the Tenant does not 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 18, 2024

Residential Tenancy Branch