

## **DECISION**

### **Introduction**

This hearing dealt with cross applications including:

The Landlord's September 11, 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

The Tenant's September 25, 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
- 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

The teleconference hearing was attended by the two Landlords, and Tenant D.A.M.R. with their Advocate. Both sides had the opportunity to provide sworn testimony and refer to evidence.

### **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 ended on October 9, 2024, when the Tenants returned the keys to the rental unit to the Landlords.
2. Both parties agreed that the Landlord returned the full value of the Tenants' security deposit to the Tenants.
3. Both parties agreed that the Tenants received compensation under section 51(1) of the Act.
4. Both parties agreed that the Tenants owe the Landlord \$2,203.01 for unpaid rent associated with this tenancy, and that this amount will be paid by Etransfer to the Landlord, using the email address specified on the cover page of this Decision, on or before end of day October 25, 2024.
5. Both parties agreed that these particulars comprise the full settlement of all aspects of the respective applications at this time.

## **Conclusion**

To give effect to the above settlement reached between the parties, I grant a Monetary Order in the Landlord's favour in the amount of \$2,203.01.

The Landlord is provided with this Order and the Tenant must be served with a copy of this Order as soon as possible if payment is not received by October 25, 2024, as required by the terms of this settlement agreement.

Should the Tenant fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court) if equal to or less than \$35,000.00.

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

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Residential Tenancy Branch