

## **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) under sections 46 and 55 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

This hearing dealt with the Landlord's cross 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

This hearing dealt with the Tenant's cross Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 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

Tenant A.R.C. attended the hearing for the Tenant.

Landlord's Owner and Agent X.Z. Landlord's Legal Counsel S.Y. attended the hearing for the Landlord.

### **Settlement**

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 the Tenant's applications, the Landlord's application, and all the issues in dispute arising out of this tenancy at this time and that they did so of their own free will and without any element of coercion:

1. The parties agreed to cancel the Landlord's 10 Day Notice dated October 2, 2024, and cancel the Landlord's One Month Notice dated October 5, 2024
2. The parties agreed that the tenancy will end at 6:00 PM on November 16, 2024
3. The parties agreed that after the tenancy ends, the Tenant will be relieved of their responsibilities under the fixed term portion of the tenancy agreement
4. The parties agreed that the Tenant will return the rental unit in a reasonably clean and undamaged condition
5. The parties agreed that the Landlord immediately waived the rights to collect the rent payments for the months of October and November of 2024
6. The parties agreed that the Landlord is authorized to retain the Tenant's security deposit of \$1,050.00
7. The parties agreed that the settlement terms comprise of all the issues in the Tenant's applications for dispute resolution and all the issues in the Landlord's application for dispute resolution

## Conclusion

In order 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 November 16, 2025, 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.

In order to give effect to the above settlement reached between the parties regarding the security deposit, I grant a Monetary Order in the Landlord's favour in the amount of \$1,050.00. The Landlord is provided with this Order and should the Tenant fail to comply with the terms of the settlement above, the Tenant **must be served** with a copy of this Monetary Order as soon as possible.

Should the Tenant fail to comply with the Monetary 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.

Given this dispute was settled, I make no findings on the merits of the application.

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: November 4, 2024

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Residential Tenancy Branch