



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes Tenant: **CNR**

Landlord: **OPR-DR, MNR-DR, FFL**

Introduction

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

1. 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.

This hearing also dealt with the Landlord's cross Application under the Act for:

1. An Order of Possession for the 10 Day Notice under sections 46, 55 and 62 of the Act;
2. A Monetary Order to recover money for unpaid rent under sections 26, 46 and 67 of the Act; and,
3. Recovery of the application filing fee under section 72 of the Act.

Tenant A.L. attended the hearing for the Tenant.

Landlord MD.S. R., agent M.E. attended the hearing for the Landlord.

Settlement

Under 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.

The parties reached a mutual agreement on this matter. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision.

The parties agreed to settle this matter as follows:

1. The tenancy will end by way of mutual agreement at 1:00 PM on January 1, 2025;
2. The Landlord will be granted an Order of Possession for the above tenancy end date;
3. The parties agree that the Landlord may retain the Tenant's security deposit totaling \$1,500.00, plus interest totaling \$39.43 that will go against the unpaid rent owing;
4. The parties agree that the Tenant owes the Landlord \$4,010.57 for unpaid rent for the months of November and December 2024;
5. To implement the settlement reached between the parties, and as discussed with them in the hearing, I issue a Monetary Order in the amount of \$4,010.57 in the Landlord's favour;
6. The parties are ordered to comply with all these settlement terms; and,
7. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

Both parties are encouraged to keep accurate records of all payments made towards the unpaid debt. Should the Tenant default in the payment of the monetary order, the Landlord may file the Monetary Order at the Small Claims Court for enforcement. Either party can apply for a payment schedule to be set by the Court for the remaining balance.

Both parties testified at the hearing that they confirm the accuracy of the final terms above, and that they understood and agreed to these terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute.

Conclusion

Given the mutual agreement reached during the hearing, I find that the parties have settled their dispute as recorded above.

To give effect to this agreement, I grant the Landlord an Order of Possession effective at 1:00 PM on January 1, 2025. The Landlord must serve this Order on the Tenant as soon as possible. The Order may be filed in and enforced as an Order of the Supreme Court of British Columbia.

To give effect to this agreement, I grant the Landlord a Monetary Order in the amount of \$4,010.57. Should the Tenant default in the payment of the monetary order, the Landlord may file the Monetary Order in the Small Claims Division of the Provincial Court of British Columbia and apply for a payment schedule set by that Court.

As this matter was settled, I do not grant the Landlord recovery of the application filing fee.

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: December 09, 2024

Residential Tenancy Branch