

## **DECISION**

### **Introduction**

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This hearing dealt with the tenant's application for dispute resolution, filed on December 7, 2024, under the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated December 2, 2024, and effective on December 12, 2024 ("10 Day Notice"), under section 46 of the *Act*.

The landlord and the tenant attended this hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 67 minutes from 1:00 p.m. to 2:07 p.m.

Both parties confirmed their names and spelling. Both parties provided their email addresses for me to send copies of this decision to both parties after the hearing.

The landlord confirmed he owns the rental unit. He provided the rental unit address.

As per the landlord's request during this hearing, I spoke slowly, repeated information, and repeatedly answered the landlord's questions.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("Rules") does not permit recordings of any RTB hearings by any participants. At the outset of this hearing, both parties separately affirmed that they would not record this hearing.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions, which I answered. I informed them that I could not provide legal advice to them.

Neither party made any adjournment or accommodation requests. Both parties confirmed that they were ready to proceed with this hearing, they wanted to settle this application, and they did not want me to make a decision.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package, from the RTB, not the tenant. In accordance with section 72(1)(c) of the *Act*, I find that the landlord was sufficiently served with the tenant's application. I find that the landlord had notice of the tenant's application and an opportunity to review it, as he submitted voluminous evidence in response to it, on the RTB dispute access site. The landlord did not object to proceeding with this hearing or settling this application.

I was not required to consider either party's evidence because I did not make a decision on the merits of this application, since both parties settled it.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to remove the landlord's nickname from the style of cause. Neither party objected to this amendment during this hearing. I find no prejudice to either party in making this amendment.

The tenant confirmed receipt of the landlord's 10 Day Notice. In accordance with section 88 of the *Act*, I find that the tenant was duly served with the landlord's 10 Day Notice.

## **Settlement Terms**

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Pursuant to 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 and orders. During this hearing, the parties discussed the issues between them, turned their minds to compromise, and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The tenant agreed to pay full rent to the landlord, by the first day of each month, beginning on February 1, 2025, and for the remainder of this tenancy;
  - a. Both parties agreed that the current full monthly rent amount is \$2,880.00, unless and until it is legally changed in accordance with the *Act*;
2. The tenant agreed to pay \$9,200.00 total to the landlord, which both parties agreed is unpaid rent from October 1, 2024 to January 31, 2025, according to the following terms:
  - a. The tenant will pay \$5,760.00 to the landlord by January 21, 2025;
  - b. The tenant will pay \$1,000.00 to the landlord, by the first day of each month, beginning on February 1, 2025 and ending on April 1, 2025;
  - c. The tenant will pay \$440.00 to the landlord, by May 1, 2025;

3. Both parties agreed that this tenancy will continue as per the terms of the original tenancy agreement in the event that the tenant abides by conditions 1 AND 2 above. In that event, the landlord's 10 Day Notice, is cancelled and of no force or effect;
4. Both parties agreed that this tenancy will end pursuant to a ten (10) day Order of Possession, which expires on January 7, 2026, if the tenant does not abide by conditions 1 OR 2 above;
5. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application.

These particulars comprise the full and final settlement of this dispute. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed at the hearing that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settles all aspects of this dispute.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 67-minute hearing. Both parties were given ample time during this hearing to think about, ask questions, discuss, negotiate, and decide whether to settle this application. I repeatedly explained, confirmed, and answered questions from both parties, regarding the above settlement terms, during this hearing.

## Conclusion

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I order both parties to comply with all of the above settlement terms.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached ten (10) day Order of Possession to be used by the landlord **only** if the tenant does not abide by conditions 1 OR 2 of the above settlement. As advised to both parties during the hearing, this **ORDER OF POSSESSION EXPIRES on January 7, 2026**, and it cannot be served upon the tenant after **January 7, 2026**. The tenant must be served with a copy of this Order. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In the event that the tenant abides by conditions 1 AND 2 of the above settlement, I find that the landlord's 10 Day Notice, is cancelled and of no force or effect. In that event, this tenancy continues as per the terms of the original tenancy agreement until it is ended in accordance with the *Act*.

In order to implement the above settlement reached between the parties and as discussed with them during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$9,200.00, the current amount of rent owing for this tenancy. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to pay the landlord \$9,200.00 as per condition 2 of the above agreement. The tenant must be served with a copy of this Order. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: January 7, 2025

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Residential Tenancy Branch