

DECISION

Introduction

This hearing dealt with Applications for Dispute Resolution from both the Tenants and the Landlord under the *Residential Tenancy Act* (the Act). The Tenants' Application for Dispute Resolution, filed on December 17, 2024 (the Application), is 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

The Landlord's Application for Dispute Resolution, filed on December 18, 2024 (the Cross Application), is for:

- An Order of Possession based on the 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 the Cross Application from the Tenants under section 72 of the Act

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 the Application, the Cross Application and the issues in dispute arising out of this tenancy at this time. The below terms were arrived at by the parties of their own free volition and without any element of coercion:

1. The Tenants owes \$280.00 to the Landlord for unpaid rent from November 2024, and \$1,580.00 for unpaid rent for January 2025.
2. The Tenants agree to pay \$100.00 to the Landlord for reimbursement of the filing fee for the Cross Application.

3. The Tenants will make payments to the Landlord in the following amounts by the following dates and times in full satisfaction of the amounts set out above:
 - a. \$1,860.00 no later than 5:00 PM on January 15, 2025
 - b. \$1,680.00 (for the \$100.00 filing fee and February's rent) no later than 5:00 PM on February 15, 2025
4. Upon payment of the above amounts, the Landlord withdraws the 10 Day Notice for Unpaid Rent dated December 3, 2024, and the tenancy continues on the same terms and conditions.
5. If the Tenants fail to make either of the above payments, the Landlord may retain the Tenants' \$790.00 security deposit and \$790.00 pet damage deposit, plus interest accrued on the deposits since November 29, 2023, in partial or full satisfaction of the amounts still owed.
6. Rent continues to be due on the first day of the month, but the Landlord agrees not to pursue an Order of Possession for unpaid rent as long as the Tenants pay the full amount of rent no later than the 15 day of the month.
7. The Landlord may issue a 10 Day Notice to End Tenancy for Unpaid Rent and seek an Order of Possession based on the 10 Day Notice to End Tenancy for Unpaid Rent if the Tenants fail to make any future rent payments by the 15 day of the month.
8. Both parties agree that these particulars comprise the full, final and binding settlement of the Application, the Cross Application, and all issues currently under dispute with regards to the tenancy.

Conclusion

No orders are issued with respect to the above settlement reached between the parties. If either party does not fulfill the terms of the settlement agreement, the other party is at liberty to commence a new application for dispute resolution.

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 15, 2025

Residential Tenancy Branch