

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)
- an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided
- an order for the Landlord to make repairs to the rental unit
- an order for the Landlord to provide services or facilities required by law

During the hearing the parties were offered an opportunity to settle their dispute and reached an agreement about the 10 Day Notice and unpaid rent.

Preliminary Matters

Residential Tenancy Branch Rules of Procedure, Rule 6.2, states that if, in the course of the dispute resolution proceeding the Arbitrator determines that it is appropriate to do so, the Arbitrator may sever or dismiss the unrelated disputes contained in a single application with or without leave to apply.

The following issues were severed and dismissed with leave to reapply before the parties reached a settlement agreement:

- an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided (\$150.00)
- an order for the Landlord to make repairs to the rental unit
- an order for the Landlord to provide services or facilities required by law

The following settlement does not address these matters which were previously severed from the proceeding and dismissed with leave to reapply before the parties reached an agreement about the 10 Day Notice to end tenancy and unpaid rent. The Tenant may reapply about any of the above listed issues.

Leave to reapply is not an extension of any applicable time limit.

Analysis

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute.

Both parties voluntarily agreed to the following terms of a final and binding settlement:

1. The Tenancy will end by March 31, 2025. The Tenant, and anyone else occupying the rental unit, must move out on or any time before March 31, 2025.
2. The Tenant will pay the unpaid rent owing of \$800.00, for January and February 2025.
3. The rent for March 2025, will be due on that date if the Tenant still occupies the rental unit on March 1, 2025. If the Tenant vacates the rental unit by February 28, 2025, the rent for March 2025 will not be due under the tenancy agreement.
4. Both parties agreed that these particulars comprise the full settlement of all aspects of the Tenant's current application for dispute resolution.

Conclusion

In order to give effect to the settlement reached between the parties, and as discussed at the hearing, I make the following Orders.

I grant an Order of Possession to the Landlord effective **on March 31, 2025, after service of this Order** on the Tenant. The Landlord must serve this Order to 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.

I grant a Monetary Order of **\$800.00** to the Landlord, for unpaid rent due for January and February 2025. The Landlord must serve this Order to the Tenant as soon as possible.

If the Tenant does not pay, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims 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: February 10, 2025

Residential Tenancy Branch