

DECISION

Introduction

This hearing dealt with the Tenant's Application 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) and an extension of the time limit to dispute the 10 Day Notice
- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement
- an order for the Landlord to make repairs to the rental unit
- authorization to change the locks to the rental unit

During the hearing the parties were offered an opportunity to settle their dispute, and reached an agreement on all matters related to 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 are dismissed with leave to reapply:

- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act (\$10,000.00)
- an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act
- authorization to change the locks to the rental unit under section 70(2) of the Act

The following settlement addresses the Tenant's application to cancel the notice to end tenancy, and does not deal with the above matters which are severed from this proceeding.

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. This tenancy will end by 1:00 p.m. on February 28, 2025, by which time the Tenant agreed to have vacated the rental unit.
2. The Landlord will retain the Tenant's security deposit, plus interest, the total of \$904.63, in full satisfaction of the unpaid rent due for January 2025, and partial satisfaction of the unpaid rent due for February 2025.
3. The Tenant will pay the remaining balance of unpaid rent due for February 2025, after the deduction of their security deposit, the total of **\$1,695.37**.
4. Both parties accept service of documents by email, to the email addresses for service noted on the cover page of this decision.
5. Both parties agreed that these particulars comprise the full settlement of all aspects of the Tenant's current application for dispute resolution, except for those matters which have been severed from this proceeding and dismissed with leave to reapply.

Conclusion

I grant an Order of Possession to the Landlord effective **on February 28, 2025, at 1:00pm after service of this Order** on the Tenant. The Landlord must serve this Order to the Tenant as soon as possible.

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 Order the Landlord to retain the Tenant's security deposit, plus interest, the total of **\$904.63**, in partial satisfaction of the unpaid rent due for January and February 2025.

I grant a Monetary Order of **\$1,695.37** to the Landlord for the remaining balance of unpaid rent due for 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 5, 2025

Residential Tenancy Branch