

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) under sections 46 and 55 of the Act
- an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act
- an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act
- authorization to change the locks to the rental unit under section 70(2) of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

This hearing also dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities under sections 46 and 55 of the Act
- a Monetary Order for unpaid rent under section 67 of the Act
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

Tenant C.W. attended the hearing for the Tenant.

Landlord S.P.W., Landlord's Friend S.C., Landlord's Legal Counsel N.P. attended the hearing for the Landlord.

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 Tenant and the Landlord's applications and the issues in dispute arising out of this tenancy at this time and that they did so of their own free will and without any element of coercion:

1. The parties agreed that the tenancy will end by mutual agreement on February 17, 2025, by 1:00 PM
2. The parties agreed to cancel the 10 Day Notice dated January 16, 2025
3. The parties agreed that the Tenant owes the Landlord the sum of \$1,500.00 of unpaid rent for January of 2025
4. The parties agreed that the Landlord is authorized to retain the Tenant's entire \$750.00 security deposit to be applied towards the above unpaid rent
5. The parties agreed that the Landlord will compensate the Tenant in the amount of \$204.30 for the Tenant's moving expenses
6. Subject to the execution of the fourth and fifth term of this settlement agreement, the parties agreed that the Tenant will pay the Landlord the remaining balance of \$545.70, by bank money order, by February 20, 2025
7. The parties agreed that the Landlord may not contact the Tenant's employer for matters related to this tenancy agreement
8. Both parties agreed that these particulars comprise the full settlement of all aspects of the Tenant and the Landlord's current applications for dispute resolution.

Conclusion

In order to give effect to the settlement reached between the parties, and as discussed at the hearing, I grant an Order of Possession to the Landlord effective at **1:00 PM on February 17, 2025, after service of this Order** on the Tenants. Should the Tenants 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.

In order to give effect to the above settlement reached between the parties, I grant a Monetary Order in the Landlord's favour in the amount of \$1,500.00. The Landlord is provided with this Order, and should the Tenants fail to comply with the terms of the settlement agreement, the Tenants must be served with a copy of this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia if equal to or less than \$35,000.00.

Given this hearing settled, I make no findings on the merits of both applications.

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 12, 2025

Residential Tenancy Branch