

DECISION

Introduction

This hearing dealt with the Landlord's Application 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 (10 Day Notice)
- a Monetary Order for unpaid rent
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested
- authorization to recover the filing fee for this application from the Tenant

During the hearing the parties indicated their intention to settle their dispute.

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 on March 15, 2025, by end of day. The Tenant, and anyone else occupying the rental unit, must move out and leave the rental unit fully vacant by this date.
2. The total balance of rent due to the end of this tenancy, for January 2025, February 2025, and $\frac{1}{2}$ of March 2025, is \$3125.00. This balance will be paid as follows:
 - a. The Landlord will retain the full balance of the Tenant's security deposit and pet damage deposit, plus interest calculated to the end date of the tenancy, for a total of \$1127.84 towards the balance of unpaid rent.
 - b. The remaining \$1997.16 will be granted to the Landlord in a Monetary Order.
 - c. The Tenant will make monthly payments of \$50.00 per month, until the entirety of this balance has been paid. Each payment is due by no later than 4:00pm on the last day of each month, commencing by February 28, 2025.
 - d. If the Tenant fails to make a monthly payment, the Landlord may seek enforcement of the Monetary Order for any balance that remains, less the payments made by the Tenant.
3. Both parties agreed that these terms are the full settlement of all aspects of the Landlord'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 15, 2025**. The Landlord must serve this Order to the Tenant. The Tenant, and anyone else occupying the rental unit, must vacate the rental unit by March 15, 2025.

If 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 in the Landlord's favour in the amount of **\$1997.16**, for the rent due to the end of this tenancy. The Landlord must serve this Order to the Tenant.

I Order the Tenant to pay **\$50.00** per month, starting by **February 28, 2025**, and by no later than **4:00pm on the last day of each month** thereafter, until the full balance of the Monetary Order is paid to the Landlord.

If the Tenant fails to make a monthly payment of \$50.00, the Landlord may file and enforce the Monetary Order for the remaining balance due, less the Tenant's payments, 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 14, 2025

Residential Tenancy Branch