

DECISION

Introduction

This hearing dealt with cross applications including:

The Tenant's January 22, 2025, 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 allow access to or from the rental unit for the Tenant or the Tenant's guests under sections 30 and 62 of the Act
- an order for the Landlord to provide services or facilities required by law under section 27 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

The Landlord's January 23, 2025, 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 (10 Day Notice) under sections 46 and 55 of the Act
- a Monetary Order for unpaid rent under section 67 of the Act
- a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act
- a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement 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

The February 18, 2025, teleconference hearing was attended by the Tenant E.P.C. and the Landlord Y.Y. Both sides had the opportunity to provide sworn testimony, refer to evidence, and ask questions.

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

Preliminary Matters

The named Landlord in this dispute indicated that they are a tenant of the Owner of the Residential Property and so I find that I have jurisdiction over this dispute in accordance with RTB Policy Guideline 27 even though the Landlord and the Tenant occupy the residential property as a shared residential property while the Tenant has exclusive possession of a specific bedroom.

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 disputes.

Both parties agreed to the following terms of a final and binding resolution of their respective applications and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. This tenancy will end by 1:00 p.m. on **March 31, 2025**, by which time the Tenant agrees to have vacated the rental unit.
2. The Tenant is entitled to keep the locks they installed on the door to their bedroom until this tenancy ends, and the Landlord is entitled to compensation to remove these locks and restore the door after this tenancy ends.
3. The Tenant is able to exit the residential property from the front door (facing the street) if needed during an emergency.
4. The Landlord is entitled to payment of \$2,150.00 for rent which includes \$850.00 for March and February 2025 and \$450.00 owing from January 2025.
5. The Landlord will be provided with a monetary order in the amount of \$1,925.00 because the parties agreed that the Landlord will retain the full amount of the security deposit to a) restore the door and b) partially satisfy rent monies owed:
 1. The Tenant commits to paying \$1,300.00 to the Landlord prior to February 28, 2025.
 2. The Tenant commits to paying the remaining \$625.00 on or before March 1, 2025.
6. The Landlord is entitled to a refund from the RTB for the filing fee for their application – the Tenant was not charged a filing fee for their application.

7. Both parties agreed that these particulars comprise the full settlement of all aspects of their respective applications for dispute resolution.

Conclusion

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 **on March 31, 2025, after service of this Order** on 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.

To give effect to the above settlement reached between the parties, I grant a Monetary Order to the Landlord in the amount of \$1,925.00.

The Landlord is provided with this Order and the Tenants must be served with a copy of this Order as soon as possible.

Should the Tenants fail to comply with this Order on or before March 1, 2025, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court) if equal to or less than \$35,000.00.

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 18, 2025

Residential Tenancy Branch